

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI LLC, an Illinois limited liability company, )  
individually and on behalf of all others similarly )  
situated, )

*Plaintiff,*

v. )

JPMORGAN CHASE BANK, N.A., an Ohio )  
corporation, )

*Defendant.*

) Case No.: 1:20-cv-4428

) Honorable Joan B. Gottschall

**CORRECTED EXHIBITS to  
DEFENDANT JPMORGAN CHASE BANK, N.A.'S  
MEMORANDUM IN SUPPORT OF ITS MOTION TO STAY FURTHER  
PROCEEDINGS AND COMPEL ARBITRATION**

Dated: October 14, 2020

Respectfully submitted,

By: /s/ Jonathan H. Claydon

Paul J. Ferak

Jonathan H. Claydon

Thomas J. Sotos

**GREENBERG TRAURIG, LLP**

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# **Exhibit 1**

## **Declaration of**

### **Sarah Pate Reynolds**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI, LLC,	)	
	)	
Plaintiff,	)	
	)	Case No.: 1:20-cv-4428
v.	)	
	)	Honorable Joan B. Gottschall
JPMORGAN CHASE BANK, N.A.	)	
	)	
	)	
Defendant.	)	

**DECLARATION OF SARAH PATE REYNOLDS**

I, Sarah Pate Reynolds, declare as follows:

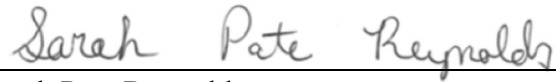
1. I am a Vice President, Product Manager Senior, for JPMorgan Chase Bank, N.A. (“Chase”). In my capacity as Vice President, Product Manager Senior, I have access to information in the normal course of business regarding certain of Chase’s banking operations and practices. Through my position, I also am familiar with the process through which Chase provided Paycheck Protection Program loans (“Chase PPP Loans”) to certain Chase business customers, including certain requirements for the loans and how the loan funds were made available to Chase customers. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of Chase business records maintained by Chase in the ordinary course of business, and my knowledge as a Vice President, Product Manager Senior with Chase. If called to testify at the trial of this matter, I could competently testify as to the facts set forth herein.
2. I understand that Ajira Ai (“Ajira Ai”) applied for a Chase PPP Loan. At the time Ajira Ai applied for a Chase PPP Loan, the Chase digital application stated that the Chase PPP Loan will be funded directly to the customer’s Chase Business checking account. At the time Ajira Ai applied

for a Chase PPP Loan, it would have been Chase's policy and practice that any PPP funds obtained through Chase would have been funded directly into Ajira Ai's Chase Business checking account.

3. Chase Business customers had to have an existing Chase Business checking account to apply for a PPP loan through Chase.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 2, 2020.

A handwritten signature in cursive script that reads "Sarah Pate Reynolds". The signature is written in dark ink and is positioned above a horizontal line.

Sarah Pate Reynolds  
Vice President, Product Manager Senior  
JPMorgan Chase Bank, N.A.

# **Exhibit 2**

## **Declaration of Mohamed Hammami**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI, LLC,	)	
	)	Case No.: 1:20-cv-4428
Plaintiff,	)	
	)	Honorable Joan B. Gottschall
v.	)	
	)	
JPMORGAN CHASE BANK, N.A.	)	
	)	
	)	
Defendant.	)	

**DECLARATION OF MOHAMED HAMMAMI**

I, MOHAMED HAMMAMI, declare as follows:

1. I am a Vice President and Branch Manager for JPMorgan Chase Bank, N.A. (“Chase”) at its Bensenville branch in Illinois. In my capacity as Vice President and Branch Manager, I am familiar with certain of Chase’s business operations, the opening of Chase deposit accounts, and certain of Chase’s general banking practices. I have access to documents and information in the normal course of business regarding certain of Chase’s banking operations and regarding Chase’s accountholders, including Plaintiff Ajira Ai (“Ajira Ai”). Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of Chase business records maintained by Chase in the ordinary course of business, and my knowledge as a Vice President and Branch Manager with Chase. If called to testify at the trial of this matter, I could competently testify as to the facts set forth herein.

2. Attached hereto as Exhibit A is a true and correct copy of the Business Signature Card for the account ending in 2882, which was opened by Ajira Ai.

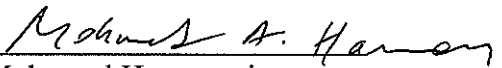
3. Attached hereto as Exhibit B is a true and correct copy of the Business Signature Card for the account ending in 2908, which was opened by Ajira Ai.

4. Each of Exhibits A and B is a business record made in the ordinary course of business at Chase.

5. At the time when Ajira Ai opened its accounts with Chase, it was Chase's policy and procedure to provide each customer opening an account with a copy of Chase's Deposit Account Agreement ("DAA"). When Ajira Ai signed a signature card, it acknowledged receipt of the DAA, as reflected in Exhibits A and B.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 1<sup>st</sup>, 2020.

  
Mohamed Hammami  
Vice President and Branch Manager  
JPMorgan Chase Bank, N.A.

# **Exhibit A**

## **To the Declaration of Mohamed Hammami**





ACCOUNT TITLE ("DEPOSITOR")  
AJIRA A I LLC

BUSINESS ADDRESS

## Business Signature Card

ACCOUNT NUMBER 2882

ACCOUNT TYPE Chase Total Business Checking

TAXPAYER ID NUMBER

DATE OPENED 06/30/2017

FORM OF BUSINESS Limited Liability Company - Manager Managed (LLC)

ISSUED BY JPMorgan Chase Bank, N.A. ( 111 )

Naper and Ogden - 935

WENWEN REN

(630) 717-5995

06/30/2017

PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
Website Documentation		IL	06/23/2017	
SECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
None				

**ACKNOWLEDGEMENT** - By signing this Signature Card, the Depositor applies to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signatures appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to so act. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authority is received by the Bank. The Depositor certifies that the information provided to the Bank is true to the best of its knowledge and authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other agreements and service terms for account analysis and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

\*\* When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

PRINTED NAME

\*\*TELEPHONE NUMBER

TITLE

TAXPAYER ID #

DATE

SIGNATURE

1) SANDEEP S MEHTA

Manager

6/30/2017

SIGNATURE

2) ASH K PERTI

Signer

6/30/17

SIGNATURE

3)

4)



# **Exhibit B**

## **To the Declaration of Mohamed Hammami**



ACCOUNT TITLE ("DEPOSITOR")  
AJIRA AI LLC

BUSINESS ADDRESS  
[REDACTED]

## Business Signature Card

ACCOUNT NUMBER [REDACTED] 2908

ACCOUNT TYPE Chase Business Select High Yield Savings

TAXPAYER ID NUMBER [REDACTED]

DATE OPENED 06/30/2017

FORM OF BUSINESS Limited Liability Company - Manager Managed (LLC)

ISSUED BY JPMorgan Chase Bank, N.A. ( 111 )

Naper and Ogden - 935

WENWEN REN

(630) 717-5995

06/30/2017

PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
Website Documentation	[REDACTED]	IL	06/23/2017	
SECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
None				

**ACKNOWLEDGEMENT** - By signing this Signature Card, the Depositor applies to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signatures appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to so act. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authority is received by the Bank. The Depositor certifies that the information provided to the Bank is true to the best of its knowledge and authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other agreements and service terms for account analysis and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

\*\* When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

PRINTED NAME	TITLE	TAXPAYER ID #	DATE	SIGNATURE
1) SANDEEP S MEHTA	Manager	[REDACTED]	6/30/2017	[Signature]
2) ASH K PERI	Signer	[REDACTED]	6/30/17	[Signature]
3)				
4)				



# **Exhibit 3**

## **Declaration of Laura L. Deck**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI, LLC,

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A.

Defendant.

)  
) Case No.: 1:20-cv-4428  
)  
) Honorable Joan B. Gottschall  
)  
)  
)  
)  
)

**DECLARATION OF LAURA L. DECK**

I, Laura L. Deck, declare as follows:

1. I am a Vice President, Product Manager Senior, for JPMorgan Chase Bank, N.A. ("Chase"). My responsibilities include managing Chase's account agreements.

2. In my capacity as Vice President, Product Manager Senior, I have access to information in the normal course of business regarding certain of Chase's banking operations and practices, including maintenance, revisions to, and distribution of the account agreements. I also have access through Chase's system to information and documents relating to Chase deposit account holders, including Plaintiff Ajira Ai LLC ("Ajira Ai"). Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of Chase business records maintained by Chase in the ordinary course of business, and my knowledge as a Vice President, Product Manager Senior, with Chase. If called to testify at the trial of this matter, I could competently testify as to the facts set forth herein.

3. Chase makes a copy of the effective Chase Deposit Account Agreement ("DAA") available to every customer who holds a deposit account with Chase. The DAA is also referred to as the Account Rules and Regulations.

4. A true and correct copy of the DAA in effect when Ajira Ai opened its deposit accounts on June 30, 2017 is attached hereto as **Exhibit A**.

5. Since the time that Ajira Ai opened its Chase deposit account, Chase has updated the DAA for that account from time to time. Chase notified Ajira Ai in writing of updates to the DAA, as set forth in the DAA.

6. A true and correct copy of the DAA in effect on July 29, 2020, and which applied to the deposit account of Ajira Ai, is attached hereto as **Exhibit B**.

7. A true and correct copy of the DAA currently in effect is attached hereto as **Exhibit C**.

8. Each of Exhibit A, B, and C is a business record made in the ordinary course of business at Chase.

9. Chase provides customers such as Ajira Ai with monthly account statements for its deposit accounts. Chase's monthly account statements state that the account is governed by the DAA.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 1, 2020.



Laura L. Deck  
Vice President and Product Manager Senior  
JPMorgan Chase Bank, N.A.

# **Exhibit A**

**To the Declaration of  
Laura L. Deck**



## DEPOSIT ACCOUNT AGREEMENT

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## PRIVACY NOTICE

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## HOW TO CONTACT US

Important legal information, disclosures  
and terms you should know.

ISSUE DATE

MAR 2017



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## *Welcome to Chase*

Thank you for opening your account with Chase; we look forward to serving you. Please keep this agreement for answers when you need them.

## *About this Booklet*

This booklet (may also be referred to as Account Rules and Regulations) contains the following three sections.

## *Deposit Account Agreement*

This section is your Deposit Account Agreement, or contract, with us.

The Deposit Account Agreement also includes these separate documents that pertain to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal accounts:
  - Consumer Banking Products: Additional Banking Services and Fees (including our Fee Schedule)
  - Chase Private Client Products: Deposit Product and Services
- Business accounts:
  - Additional Banking Services and Fees (including our Fee Schedule)
- Any additional disclosures, such as amendments or agreements, that we provide to you either when you open your account or when we change the terms of your account.

## *Privacy Notice*

The Privacy Notice explains how we keep information about you private and secure, and what choices you have pertaining to how we use your information.

## *How to Contact Us*

We're always here for you. The back cover of this agreement shows how to reach us.

## Deposit Account Agreement

This agreement is the contract that governs your account.

Whether you have a personal or business deposit account, this document is the basic agreement between you and us (JPMorgan Chase Bank, N.A. or "Chase"). By signing a signature card or submitting an account application, or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms in this agreement. Customers of some of our business groups, such as Corporate Banking, will get a different agreement and their accounts will be governed by that agreement, not this one. If you have a product that is not a deposit account, such as a prepaid card or credit card, this agreement does not apply to that product. Also, other products or services, such as online banking or retirement accounts, may have additional agreements. A more specific agreement takes precedence over this one.

This agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information, (3) banking services and fees, and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts.

### DEFINITIONS:

Here are some important terms that we use throughout this agreement:

**Account:** Any deposit account, such as a checking or savings account, you have with us that is covered by this agreement.

**ACH (Automated Clearing House):** An electronic deposit to, or withdrawal from, your account that we receive or send through the "automated clearing house" network. Common examples include a direct deposit of payroll and a one-time or recurring payment to a utility company.

**ATM (Automated Teller Machine):** An electronic device that provides many of the same services as a teller, including withdrawals and deposits. An ATM may be described in several different ways in this agreement. **Enhanced ATM:** An ATM that offers expanded services over traditional ATMs. When you use an Enhanced ATM, you will have access to all of your personal checking, savings, Chase Liquid® and credit card accounts, regardless of whether the accounts are linked to your card. **Staffed ATM:** An Enhanced ATM located inside a branch lobby and that you use during the branch's posted business hours.

**Available balance:** Your balance after deducting (1) deposits that are not yet available for withdrawal under our *Funds Availability Policy*, (2) card or other transactions that we are legally obligated to pay or have already paid out in cash, (3) other pending transactions such as ACH transactions, and (4) any holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

**Business day:** Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

**Check:** A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

**Debit card transaction:** Any purchase or bill payment using your debit card. A debit card transaction may be either an "everyday" (non-repeating) purchase transaction or a repeating payment, such as a monthly bill.

**Direct deposit:** An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits.

**Hold on your account:** Any amount of money that is in your balance but that you cannot withdraw because of delayed funds availability, a court order or other reasons. A hold may be placed for more than your balance.

**Item:** Any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other amount that is added to or subtracted from your balance.

**Overdraft/Overdrawn:** A negative balance, or the amount by which all the items presented to us on a business day exceed the available balance.

**PIN:** A four-digit personal identification number that you either select or request us to randomly generate and mail to you. A PIN is needed to have full use of a debit card and ATM card.

## General Account Terms

### A. Deposits and Checks You Cash

#### 1. Direct deposits; notice of electronic deposits

When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit chase.com or Chase Mobile® and use Account Alerts, or call us to confirm that we have received a deposit.

If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

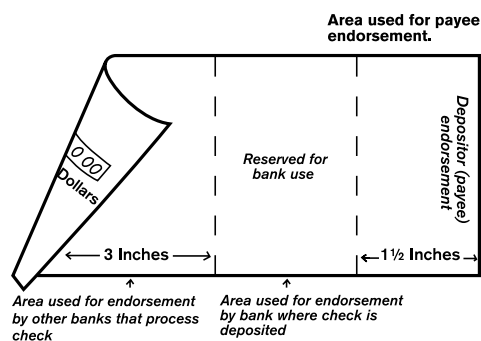
#### 2. Endorsements

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement "without recourse."

#### 3. Endorsement requirements

To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check (look at the diagram):

If you don't endorse your check properly and it causes us a loss, cost or expense, you have to pay that amount to us.



#### 4. Deposit records and receipts

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are not required to adjust your account for discrepancies of \$10 or less. We may not adjust your account unless you notify us of the discrepancy within one year of the date of your account statement that shows the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount declared on the deposit receipt, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit receipt, the difference will become our property.

If we give you a receipt for a CD that you decide not to open or we give you a receipt for a deposit that you then cancel, the receipt is void and you may not claim those funds.

#### 5. Night depository and large cash deposits

Any of our employees may open and count any deposit that a teller didn't count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited.

If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

#### 6. Our right to refuse deposits

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we've added to your balance for a deposited check and send the check on a collection basis even after we've taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we won't add funds to your balance until we've actually been paid for the check.

#### 7. When you can withdraw funds you've deposited

Generally, for checking and savings accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not. Please see the *Funds Availability Policy* for details.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is "good," has "cleared," or has been paid by the paying bank. It's possible that the item will be returned unpaid months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned.

## **8. Transactions in a foreign currency**

Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The exchange rate we use may include a spread, commissions, or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate will vary depending upon the type of transaction being conducted, the dollar amount, the type of currency, the date and time of the exchange, and whether the transaction is a debit or credit to your account. The exchange rate you pay will be less favorable than the exchange rate for institutions that is usually quoted in newspapers or online services.

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

## **9. Depositing substitute checks**

A substitute check is a copy of a check that is the legal equivalent of the original check. You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

## **10. Depositing remotely created checks**

A remotely created check is created by the payee and not signed by the account holder. It states that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

## **11. Our responsibility for collecting deposits**

If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

If we lose a check, you agree to use reasonable efforts to help us locate or replace it.

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed or otherwise improper.

## **12. Our right to charge back deposited or cashed items**

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance. If a deposited or cashed item is returned, we will charge you a Deposited Item Returned Fee or a Cashed Check Returned Fee. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

If you deposit a check or other item in your trust account (including any attorney trust account) and it is returned, we may charge your trust account or an account in your name, or charge part of the check to each, even if you have already withdrawn the funds.

## **B. Checks, Withdrawals, Transfers and Other Account Charges**

### **1. Withdrawals and transfers from your account**

We may subtract from your balance the amount of any check or other item that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction.

### **2. Checks and other documents you use**

We're not responsible for losses or delays that result from improper printing on checks or other account documents that you obtain through

someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment.

### **3. Protecting your checks**

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, such as leaving your checks where they can easily be stolen, we are not responsible for any losses that may result.

### **4. Incomplete, future-dated, conditional or stale-dated checks**

You agree not to write a check that's incomplete or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to discover, observe or comply with such checks. If we pay a conditional check, the conditions do not apply to us. We may choose to pay or not to pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If we pay it, you will be responsible for the check. We may pay any future-dated check submitted for payment.

### **5. Multiple signatures**

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

### **6. Facsimile signatures**

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

### **7. Check cashing**

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable.

### **8. Large cash withdrawals**

We may place reasonable restrictions on when and how you make any large cash withdrawal. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

### **9. Review of checks and signatures**

Check payment is highly automated, and we pay millions of checks every day. Although we inspect some checks, you agree that reasonable commercial standards don't require us to do so. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

### **10. Notice that a check has been deposited or cashed**

If we're notified that a check drawn on your account has been deposited or cashed at another bank, we may place a hold on your account for the check amount, which may cause other items to overdraw the account. If the amount of the check identified in the notice exceeds your balance at the time we receive the notice, we may notify the other bank of that fact.

### **11. Account numbers on funds transfers**

If you instruct us to send a funds transfer, such as a wire or ACH transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

### **12. Fees**

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative.

### **13. Stop payments**

Any owner or authorized signer of an account may order us to stop payment on a check, and we will charge a Stop Payment Fee. However, your stop payment will not be effective if we have already certified, paid or otherwise become responsible for the check. For example, we can't stop payment on a check we've already cashed or a deposited check where the funds have already been withdrawn. Refer to the *Electronic Funds Transfer Service Terms* for how to place a stop payment on recurring electronic payments.

To stop payment on a check, you must give us an oral or written stop payment order using the phone number listed on the back cover of this agreement, or in person at a branch, or through chase.com. So we can identify the item, you must give us the exact account number and either:

- The exact check number or a range of check numbers
- The payee name and the exact amount of the check
- The payee name and range of amounts of the check (only available when speaking to a bank employee).

Generally, we will complete your request as soon as we receive your instructions.

For personal accounts, your stop payment request lasts for one year even if the check is presented more than once unless you cancel your stop payment request. However, you may place a new stop payment order, which will be effective for one calendar year from the day you place the additional order. An additional Stop Payment Fee will be charged.

For business accounts, you may place a stop payment for either:

- One calendar year, or
- One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment-Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement.

We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

We are not required to accept a stop payment on a cashier's check, teller's check (official check) or certified check, unless you provide us a sworn statement—in a form we deem acceptable—that the check is lost, stolen or destroyed. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least 90 days after the issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date. If in our discretion we agree to refund or replace the check, we may require that you purchase a surety bond for the amount of the check.

#### **14. Limits on savings account withdrawals**

Withdrawals and transfers out of your savings account are limited by federal law. In this agreement, a savings account means an account with limited withdrawal privileges, including a money market account. During any monthly statement period, you may make no more than six withdrawals or transfers (for example by check, ACH, telephone, Internet or Overdraft Protection transfer) out of these accounts. However, this limit does not apply to withdrawals made at a branch or at an ATM, by mail (by check payable and mailed to you) or by messenger. If we don't send a monthly statement, a monthly statement period means a calendar month. We are required by law to ensure that you comply with this limit. If you exceed this limit after we've notified you of a violation, we will change your account to one we choose that doesn't limit withdrawals, and it may be an account that pays less or no interest. For Retirement Money Market accounts, we may either refuse or delay any withdrawal request that violates these requirements.

#### **15. Savings Withdrawal Limit Fee**

If you make more withdrawals or transfers out of your savings account than your account terms permit in a monthly statement period, we will charge a Savings Withdrawal Limit Fee. This fee is based on all withdrawals and transfers, not only those that are limited by federal law.

#### **16. Our right to require advance notice of withdrawals**

For all savings accounts and all personal interest-bearing checking accounts, we reserve the right to require seven days' prior written notice of withdrawal.

#### **17. Death or incompetence of account owner**

Tell us immediately if any account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the account.



## **C. Overdrafts and Fees; Overdraft Protection; Setoff and Security Interest**

### **1. Overdrafts**

We may pay or decline to pay any item if your available balance is less than the amount of that item plus all other items received but not yet paid. We will decline any requested ATM withdrawal unless your available balance at the time is equal to or more than the amount of the requested withdrawal. Even if we've paid overdraft items before, we are not required to do it in the future. Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*.

We look at your balance only once to decide if the item would cause an overdraft.

Generally, for each business day, we will first add deposits to your account. Second, we will subtract wire transfers, everyday debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, and checks you wrote that are either cashed or deposited at a teller station by a Chase employee, in the order in which they are authorized, withdrawn, cashed or deposited. Lastly, we will subtract all other items, including checks you wrote that are either cashed or deposited at an ATM, starting with those having the highest dollar amount and moving to the lowest. We reserve the right to use a different order in certain states.

It's your responsibility to avoid overdrawing your account.

### **2. Your responsibility to repay overdrafts**

You must immediately pay the amount of any overdraft along with any fees that apply. If you don't, you may be charged additional fees or interest. We also may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your account to pay any overdraft and resulting fees. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security benefits). You understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

### **3. Insufficient Funds, Returned Item, and Extended Overdraft fees**

We will charge a fee for any item presented on a business day when your account is overdrawn, whether or not we pay the item. If we pay it, we will charge an Insufficient Funds Fee. If we return it, we will charge a Returned Item Fee. The fee will be listed as a Returned Item Fee if we initially decide to return the item but later decide to pay it. Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*. If your account becomes overdrawn, you can avoid these fees by making a deposit or transferring funds from another Chase account to cover the overdraft before the business day ends, such as when a branch closes, and by 11 p.m. Eastern Time (8 p.m. Pacific Time) for an ATM or when using the Transfer Money option on chase.com or Chase Mobile. Other methods may use different cutoff times; for example, Chase QuickPay<sup>SM</sup> is 10 p.m. Eastern Time (7 p.m. Pacific Time). If you deposit a check, this assumes we do not place a hold and the check is not returned unpaid.

We may limit the number of Returned Item and Insufficient Funds Fees we charge for a business day. We will charge an Extended Overdraft Fee for any overdraft balances that you haven't repaid promptly, we may charge interest for any overdraft, or we may do both.

Refer to your Fee Schedule for information about what fees apply and how fees are calculated for your account.

### **4. Overdraft Protection**

Overdraft Protection allows you to link one of your accounts as your backup account to your checking account to help pay an overdraft. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions.

**Establishing or Canceling Overdraft Protection:** Any owner of both the checking account AND the backup account may enroll in Overdraft Protection without the consent of other owners. Any owner of the checking account OR the backup account may cancel Overdraft Protection without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Chase personal savings account; and a business checking account may be linked to a Chase business savings account or a business line of credit in good standing. We may cancel your Overdraft Protection service at any time by sending you written notice. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

**Transfers:** We will make one Overdraft Protection transfer per business day. If you have enough available funds in your backup account, we will automatically transfer enough to bring your checking account balance to zero. If you do not have enough available funds in your backup account to bring your checking account balance to zero, but you have enough available funds to pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred does not bring your checking account balance to zero, your checking account will become overdrawn and you may be charged Insufficient Funds or Returned Item Fees. If we authorize



your transaction, we will leave the funds in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid there will not be available funds to make the transfer and your checking account may become overdrawn and charged an Insufficient Funds Fee. The available balance for a savings account is determined at the time that we authorize a transaction or at the end of business day processing. The available balance for a business line of credit is determined at the end of the previous business day processing. We are not required to notify you if your funds are available but the backup account becomes blocked, for example if the account is dormant, purged, restricted or not in good standing. Refer to the section Restricting your account; blocking or delaying transactions on page 14 for additional information. Transfers will appear on your statement for both accounts.

Withdrawals and transfers out of your savings account, including Overdraft Protection transfers, are limited by federal law. In addition, Overdraft Protection transfers may result in Savings Withdrawal Limit Fees. Both of these limits are explained in more detail on page 6.

## 5. Setoff and security interest

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt. Debts include any overdrafts or fees you owe. If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may setoff against any of your accounts to recover the payments if we're obligated to return funds to the payor.

## D. CDs

A certificate of deposit, or CD, is a deposit account with us for a specified period of time. This disclosure covers both retirement and non-retirement CD products. By opening your CD, you agree to keep the amount deposited (principal) on deposit.

Here are a few things you should know about CDs:

**Term:** The term is the number of days, months or years you agree to leave your money in the account.

**Maturity date and grace period:** The maturity date is the last day of your CD's term. The grace period is the 10 days after the maturity date for CDs with a term of 14 days or longer. On the maturity date or during the grace period you can change the term of your CD, make additional deposits (for non-retirement CDs only), or withdraw your CD principal without paying an early withdrawal penalty.

**Automatically renewable CD:** An automatically renewable CD will renew on the maturity date for the same term unless we notify you otherwise or you change or close the account. Once your CD renews, any reference to the maturity date means the last day of the new term. For the renewal term, your CD will earn interest for the term and amount at the standard interest rate unless you qualify for the relationship interest rate. If your CD is closed during the grace period, it will not earn interest after the maturity date.

**Single maturity CD:** A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest after that date.

**Interest:** We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your balance. Interest begins to accrue on the business day of your deposit. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The Annual Percentage Yield (APY) disclosed on your deposit receipt or on the maturity notice assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually and the amount(s) paid will be reported to the IRS each calendar year.

You may withdraw any paid or credited interest without penalty during your CD's term or at maturity. After the maturity date and grace period, interest will become principal of the renewed CD. A withdrawal will reduce earnings.

**Early withdrawal penalties: There is a penalty for withdrawing principal prior to the maturity date.**

### For Personal CDs:

- If the term of the CD is less than 24 months, the early withdrawal penalty is 1% of the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- For terms 24 months or more, the early withdrawal penalty is 2% of the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.
- The amount of your penalty will be deducted from principal.

**For Business CDs:**

- If the term of the CD is less than 365 days, the early withdrawal penalty is equal to \$25 plus 1% of the amount withdrawn.
- For terms of 365 days or more, the early withdrawal penalty is equal to \$25 plus 3% of the amount withdrawn.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.
- The amount of your penalty will be deducted from principal.

**Waiving early withdrawal penalties.** We will waive early withdrawal penalties in these circumstances:

**For Personal CDs:**

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a retirement CD owner;
- A court's determination that a CD owner is incompetent;
- Re-titling of a CD (excluding a retirement CD) to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs; and
- For retirement CDs, if the owner is 59½ or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

We will also waive early withdrawal penalties under the circumstances described below. However, if these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made, the withdrawal penalty will apply.

- Disability of an owner of the CD (excluding a Retirement CD);
- For retirement CDs, if the owner is under age 59½ and one of the reasons defined by sections 72(t) and 530 of the Internal Revenue Code applies, such as payment of qualified education expenses or first-time home purchase expenses; and
- For retirement CDs, if the owner is withdrawing an excess annual retirement contribution amount and any corresponding earnings.

**For Business CDs:**

- Death of a CD owner or a grantor of a revocable family/living trust;
- A court's determination that a CD owner is incompetent;
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs;
- Disability of a CD owner. However, if these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made, the withdrawal penalty will apply.

**E. Statements, Notice of Errors, and Other Notices****1. Statements and notices**

We will make available an account statement for checking and savings accounts monthly, unless the product information for your account indicates otherwise. If your account has had no activity, during the monthly statement period, other than the payment of interest, we may not make a statement available.

A "statement period" means the period covered by your account statement. If you receive a statement monthly, the monthly statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

Checking and savings statements are available through chase.com or Chase Mobile unless the product information indicates otherwise. You will receive statements by mail unless you choose paperless statements. We have made the statement available to you on the day we notify you that the paperless statement is available or we mail your paper statement. If your address or email is not valid, the statement will be considered available to you on the day we generated it.

If you receive paper statements, we will send statements to the current address listed on our records. Statements will be sent via standard U.S. mail. We may change your mailing address of record if we receive an address change notice. If we do so, we'll notify you.

We may send you other notices related to your account. If you are enrolled with chase.com or Chase Mobile, some notices may only be available electronically. We send some notices only in paper form. We'll send only one statement or notice for any account, even if it has more than one owner. You agree that sending the statement or notice to one owner qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

## 2. Notice of errors, forgeries and unauthorized signatures

You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- An item that you did not authorize or that is altered is listed on the statement;
- Your account statement contains any errors; or
- You did not receive your scheduled statement.

You must notify us in writing of any unauthorized, improper or missing endorsements within six months after the account statement is mailed or made available.

You must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors. In addition, if you fail to notify us of any unauthorized item within 30 days (14 days in New York) after we mail, or in any other way make available, a statement that lists an unauthorized item, we are not required to reimburse you for unauthorized items by the same person that we pay after that time. These requirements do not apply to personal account transactions covered by the *Electronic Funds Transfer Service Terms*. You also have certain rights under federal law for substitute checks; please see *Substitute Checks and Your Rights* for more information.

## 3. Options for receiving checks

We offer three choices for how you can view or receive copies of checks you've written or authorized:

- "Check safekeeping" means we keep images of your checks, which are available through chase.com. We do not include your paid checks or images of them with your statement. Some accounts require check safekeeping.
- "Image statement" means you will receive images of the front of your paid checks on your account statement.
- "Check enclosure" means we return legal copies of your paid checks with your account statement. This feature is not offered on all accounts.

If you have multiple personal checking accounts on a single statement and one of them uses check enclosure, all others will use check safekeeping. If you have multiple business checking accounts on a single statement, you may choose check enclosure for any or all of them. If you have multiple checking accounts on a single statement and any account uses image statement, then all will use image statement, unless the terms of the other accounts require check safekeeping. You agree that when we send a statement we have made the check available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time we determine.

If for any reason we can't provide a copy of your check, you agree that we will not be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks, so we can provide a copy of the image, but not the original check.

## F. Forms of Account Ownership

### 1. Personal accounts

THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

#### i. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

#### ii. Joint accounts

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner."

If your joint account becomes overdrawn, you're liable for the full amount of the overdraft, regardless of whether you initiated or benefited from the item(s) that caused the overdraft.

If one joint owner requests that we not pay items authorized by a different joint owner, we may block the account, but we are not required to do so. That means we will refuse to pay all items, including items authorized by the owner making the request. If we block the account,

we may not release the block unless all joint owners agree in writing to remove it. No request to block the account will affect items that we paid before the request. If we decide not to block the account, all joint owners remain responsible for items subtracted from the account.

Any joint owner may close the account. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

***a. Joint account with rights of survivorship***

If a joint account has rights of survivorship, and one joint owner dies, the account will be paid to the surviving joint owners. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWROS," it has rights of survivorship.

***b. Joint account with no right of survivorship (also called "tenants in common")***

If a joint account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an account is designated "Tenants in common" or "JTIC," it does not have rights of survivorship.

***c. When survivorship rights apply***

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created with these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in paragraph d. below.

***d. Marital account (Wisconsin only)***

If one owner of a marital account dies, the survivor is entitled to 50% of the account funds and the estate of the deceased is entitled to the other 50%. If a marital account contains a payable on death designation, the POD beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the POD beneficiary.

***e. Tenants by the entirety (Florida only)***

A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenants by the entirety account in order to collect debts of either owner.

**iii. "Payable on death" account**

If you establish your account payable on death to one or more beneficiaries, the account is a "POD" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer POD accounts in all states.

**iv. "In trust for" (informal trust) account**

If you establish your account as in trust for ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as an "ITF" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer ITF accounts in all states.

**v. Convenience account**

If you have a convenience account, you are its sole owner, but you authorize an additional signer to write checks or authorize other items. You are solely responsible for the actions of the additional signer (grandfathered accounts only).

**vi. Power of attorney**

A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including

if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them.

#### **vii. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act account**

If you're the custodian of an account under a state's Uniform Transfers/ Gifts to Minors Act, you can't pledge it as collateral for a personal loan to you, or cash checks against it.

#### **viii. Representative payee/VA custodian account**

If you open an account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

#### **ix. Other fiduciary accounts**

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account.

### **2. Business accounts**

If your account is a type listed under "Business Accounts" in our product information, you agree not to use it for personal purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member or partner. "Business organization" means a corporation, unincorporated association, limited liability company, partnership, or any other business, government or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a signer.

If the account owner is a sole proprietorship, that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. A signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

A signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a business organization.

If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

### **3. Linked accounts**

You may link your qualifying accounts to your checking account to help you avoid some fees and get relationship interest rates. However, deposit accounts opened with Private Bank and Private Wealth Management are not qualifying accounts. An account may be linked to only one checking account.

We may automatically link accounts or we may provide some of the benefits you would be eligible for had you requested your accounts to be linked. If we don't, you may ask us to link your accounts. Your account information may be made available to any other owner on any of the linked accounts. If the checking account to which your other accounts are linked closes for any reason, it is your responsibility to request any remaining eligible accounts to be linked. If we determine your accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

If you choose to link your accounts to other accounts for which you serve as trustee or custodian (fiduciary), your account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary accounts. You should carefully consider this decision and consult with your legal advisor if necessary.

Refer to your product information to determine which qualifying accounts are eligible to be linked, any additional requirements and the benefits from linking accounts.

#### **4. Combined statements**

Checking, savings and CD accounts with at least one common owner may be combined on a single statement, either automatically or at your request. If accounts are included on a combined statement and you don't want that, notify us and we'll separate the statements. That change will affect only future statements.

Linked accounts do not have to be on a combined statement to receive the benefits of linking, and combining accounts on a single statement does not mean that the accounts are linked.

Each owner of each account listed on the statement can request a copy of a statement and will be able to view all account activity for all accounts on that statement through chase.com or Chase Mobile.

#### **G. Interest on Checking and Savings Accounts**

When you open a checking or savings account that pays interest, we will provide you a rate sheet stating the current interest rate and Annual Percentage Yield for your account. The rate sheet is considered a part of this agreement.

Your account has a variable interest rate. That means we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue on the business day we receive credit for your deposit. For cash, wire transfers and electronic direct deposits, interest begins to accrue on the business day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance in your account each day, which may be based on your balance (also called your present or ledger balance) or collected balance as explained in the product information for your account. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for checks and similar items). We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

Interest is credited and compounded monthly. However, Retirement Money Market accounts with interest distributions will not compound, and interest will be credited on the distribution date. Unless otherwise stated in your product disclosure, interest is computed on a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

#### **H. Closing Your Account**

Either you or we may close your account (other than a CD) at any time for any reason or no reason without prior notice. We are not required to close your account at your request if you have pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing, we will not pay any additional interest on the account. We may automatically close your account if the balance is \$0 or negative. Either you or we may close your CD account on any maturity date without cause.

We may send you written notice that we have closed or will close your account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor any check drawn on a closed account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse, such as kiting or overdrafts.

#### **I. Other Legal Terms**

##### **1. Telephone and electronic communication**

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must.

When you give us your mobile number, we have your permission to contact you at that number about all of your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences, or change them on chase.com. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.



## 2. Adverse claims

If there are conflicting instructions or there is any dispute regarding your account, we may take any action described in the following section or we may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

## 3. Restricting your account; blocking or delaying transactions

There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

## 4. No waiver

If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

## 5. Changes to the agreement

We may change the terms of this agreement, including any fees and features of your account, at any time. We will notify you about changes at least 30 days in advance. We may direct you to a branch or chase.com for the content of any changes or the revised agreement unless the law requires a different method. For automatically renewable CDs, we will notify you before the renewal date, and changes will be effective on the renewal date. You agree that notice of these changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change. We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in printing fees for documents (such as checks).

We may change or terminate this agreement without notice to comply with any appropriate federal or state law or regulation.

## 6. Rules governing your account

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you opened your account in person, it is located in the state where you opened it;
- If you opened your account by mail, Internet or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state; but if you resided anywhere else your account is located in Ohio.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we don't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

**WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

## **7. Sub-accounts**

For accounting purposes, all checking accounts consist of two sub-accounts: 1) a transaction sub-account where all deposits, withdrawals and fees are posted, and 2) a savings holding sub-account, where available balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

## **8. Research, legal process and requests for information**

If we receive any legal process relating to you or your account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. We also may remove your Overdraft Protection if a hold is placed, but you may ask us to relink your accounts after the hold is removed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process.

If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your account, we may charge you a Research Fee, less any amount we are paid by the person issuing the subpoena before we deliver our response.

## **9. Permitted time for filing a lawsuit**

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws.

We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

## **10. Location of legal proceedings**

If you file any lawsuit or other legal proceeding against us that's connected in any way to your accounts or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your accounts or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes resolved by arbitration, the section entitled *Arbitration* governs the process and location of the arbitration proceedings.

## **11. Pre-judgment interest rate**

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

## **12. Arbitration**

You and we agree that upon the election of either of us, any dispute relating in any way to your account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.



### **What claims or disputes are subject to arbitration?**

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

### **Can I (customer) cancel or opt out of this agreement to arbitrate?**

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of opening your account. If you want to opt out, call us at 1-800-935-9935 or see a banker. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

### **What about class actions or representative actions?**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

### **Does arbitration apply to Claims involving third parties?**

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any person who is listed on your account, and "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

### **How does arbitration work?**

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

### **Is the arbitrator's decision final? Is there an appeal process?**

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Who will pay for costs?**

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

**How do I (customer) file an arbitration claim?**

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

**13. Assignment of agreement and successors**

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we won't be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

**14. Authorization to share information**

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our *Privacy Notice* for your choices about information sharing.

**15. Referrals**

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

**16. Illegal activities**

You will not use your account to conduct transactions relating to unlawful Internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

**17. Inactive and unclaimed accounts**

Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send a customer's funds to the state. We encourage you to make sure your accounts remain active by making transactions, signing in to your account online or meeting with a banker. We'll mail you a letter to notify you before we transfer your funds to the state as abandoned property.

**18. Our responsibility to obtain personal information**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an account. We require the following information or documents as a condition to your opening an account:

- For a personal account: your name; residential address; date of birth; and Social Security number, driver's license or other identifying documents
- For a business account: your business name, taxpayer identification number and business address; the name, residential address, date of birth and Social Security number of each signer, so we can verify the signer's identity; and documents to verify the business's existence.

Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

**19. English language — Other language preferences**

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this agreement, available in languages other than English. However, many important

bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

## *Substitute Checks and Your Rights*

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are your rights as a consumer regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient Funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if applicable) within 10 business days after we receive your claim and the remainder of your refund (plus interest if applicable) no later than 45 calendar days after we receive your claim. We may reverse the refund (including interest) if we later determine the substitute check was correctly posted.

### **How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered the substitute check or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

### **Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## *Electronic Funds Transfer Service Terms*

We provide a variety of electronic funds transfer (EFT) services for deposit accounts. These include transactions that you make with a debit card or ATM card, and payments, deposits and transfers that you make by telephone, chase.com and other electronic methods. We may issue you a card or code to initiate EFTs. We charge or credit accounts for EFT transactions only on business days, which are all days except Saturdays, Sundays and federal holidays.

### **A. TYPES OF EFT SERVICES**

#### **1. ATM and Debit Cards**

As a condition of opening certain checking accounts, you agree that we may automatically issue you a Chase debit card. However, activating the debit card is not required to keep your checking account open. If you do not select a PIN when you open your account, we will mail you a randomly generated PIN. We may deactivate any temporary ATM card when you activate your debit card.

You can use your card as follows:

**At ATMs to:**

- Withdraw cash;
- Transfer money;
- Check your balances;
- Deposit cash or checks;\*
- Make payments to qualifying Chase credit cards and loans;\*
- Obtain a copy of recent account activity.\*

Services marked with an asterisk (\*) are available only at Chase ATMs, and all services may not be available at all Chase ATMs.

When you use an Enhanced ATM, you will have access to all of your personal checking, savings, Chase Liquid® and credit card accounts, regardless of whether the accounts are linked to your card. When linking multiple accounts to your card, one checking account and one savings account will be designated as primary. We also offer cards with limited functions for your deposit accounts, such as deposit-only business cards and prepaid cards that can be linked to a checking or savings account. Subject to the limited functions provided for each card, limited-function cards are also considered “cards” under this agreement.

You can use a non-Chase ATM only if it is in a participating network. Your primary checking and savings accounts will be accessible on that network, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is generally accessible. We may charge a Non-Chase ATM Fee. Balance inquiries and transfers will not incur a fee if done within 15 minutes of a withdrawal using the same card at the same ATM. If only transfers and inquiries are performed, only one Non-Chase ATM Fee will be charged. The owner of the ATM may also charge a fee. On some accounts, we will refund a certain number of these fees; however, if the ATM owner does not identify these fees in the information they send to us we will not be able to automatically refund the fee. If this occurs, please contact us.

**You can use your debit card (but not your ATM card):**

**At participating merchants to:**

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed or your debit card is closed. We may also provide the merchant or the participating network your new account number and expiration date.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person, or receive payments from a business by providing your Card number to third-party payment services.

**At participating financial institutions to:**

- Withdraw funds at a teller. Withdrawals are subtracted from your primary checking account. You will be charged a Non-ATM Cash Fee.

**2. ACH Transactions**

You can send or receive electronic transfers from or to your accounts by providing another party your checking account number and our routing number for the state where your account is located. We may transfer the funds by ACH or other similar networks. Electronic transfers require your authorization and may take various forms, such as:

- Direct deposits, such as employer payroll or government benefits;
- One-time or repeating charges to your account for bill payments;
- A “check conversion” transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

**3. Online Banking and Chase Mobile**

You may use chase.com or Chase Mobile to view your account information, make deposits (Chase Mobile only), transfer funds between your Chase accounts, pay qualifying Chase loans or credit cards, or make payments from your account to third parties. Enroll for these services on chase.com or by downloading the Chase Mobile app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

**4. Telephone Banking**

You may use our automated customer service system or speak to a telephone banker to get your account information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use the automated system. Business account holders may also use a valid Taxpayer Identification Number (TIN).

## 5. Overdraft Protection Transfers

Transfers to and from your accounts for Overdraft Protection are also EFTs and subject to these terms.

## B. IMPORTANT INFORMATION AND AGREEMENTS ABOUT YOUR CARD

### 1. Authorizations and Holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your balance, generally for three business days, to pay for your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

### 2. Overdrafts

For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize an everyday debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee. For business accounts, if you have notified us NOT to pay overdrafts we generally won't authorize a debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee. If any other transaction overdraws your account, we will assess fees described in the *General Account Terms* and the Fee Schedule.

### 3. Canceling Your Card

We may cancel your card at any time without notice. You may cancel your card by calling us. If you do, please destroy it.

### 4. Our Right to Refuse Transactions

We can refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity.

### 5. Foreign Exchange Transactions

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. This rate may be different from the rate the network receives, may include a spread, commissions, and other costs that we, our affiliates or vendors charge in providing that exchange to you, and will be less favorable than the exchange rate for institutions that is usually quoted in the newspaper or online services. The processing date on which the exchange rate is applied may differ from the date you used your card.

We will add an Exchange Rate Adjustment fee to the amount the network charged us for foreign currency transactions.

### 6. Debit or Credit Prompts at Terminals

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your primary checking account.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

### 7. ATM Safety and Safeguarding Your Account Information

**Be safe at ATMs.** We advise you to be aware of your surroundings before, during and after any ATM use. Here are some additional tips:

- Choose an ATM that is well lit.
- Don't use an ATM that looks unusual or altered. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
- At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your card from the ATM, and then put away your money, receipt, and card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a busy area and immediately contact the police.

**Keep your PIN confidential.** Never give your PIN to anyone, and don't write it down. In addition, to keep your card information safe:

- Change your PIN every few months by visiting a branch. Use a PIN that others can't easily figure out. For example, don't use your birthday.
- To change your PIN (or if you forget your PIN), visit any Chase branch or request a new PIN at chase.com.

**Protect your debit card or ATM card as you would a credit card or cash.**

**Notify us immediately if your card is lost or stolen**, or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

## **C. LIMITATIONS ON TRANSFERS, AMOUNTS, AND FREQUENCY OF TRANSACTIONS**

To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. We provided your card limits when we gave you your card.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we'll notify you if we do).

Your ATM withdrawal limits may be different depending on which type of ATM you use:

- When you use a Staffed ATM, the following limitations apply and are separate from all other limits:

**For personal accounts:** You can withdraw up to \$3,000 each day. This separate limit does not apply to a Privileges card.

**For business accounts:** Each cardholder can withdraw up to \$3,000 each day from all linked accounts of each business. This separate limit does not apply to an Associate card.

- When you use an Enhanced ATM, the following limitations apply:

**For personal accounts:** All withdrawals made with any of your ATM, debit or prepaid cards count toward every card's daily withdrawal limit.

**For business accounts:** All withdrawals made with any cardholder's ATM or debit cards for the same business count toward every card's daily withdrawal limit.

- When you use non-Chase ATMs and Chase ATMs that are not Enhanced, you can withdraw up to the card's daily withdrawal limit. Withdrawals using other cards will not count toward that card's daily withdrawal limit.

You are allowed a limited number of withdrawals from your savings account. See Limits on savings account withdrawals for details.

Your card will be restricted if we consider your account to be inactive or dormant.

## **D. RECEIPTS AND STATEMENTS**

You will receive or have the option to receive a receipt at ATMs, teller stations and merchant locations each time you make a transaction.

However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

We will provide a monthly statement if you have an electronic funds transfer in that period. If you do not, we will provide at least quarterly statements, unless your account is considered inactive.

To confirm that you have received a direct deposit, review your balance and recent transactions through chase.com, Chase Mobile, at an ATM, or call us.

## **E. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS**

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this agreement.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within



10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not credit your balance.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**For business accounts**, our practice is to follow the procedures described above, but we are not legally required to do so. For example, we are not required to process a claim if you don't notify us within 30 days after we send or make available a statement showing the transaction, to give provisional credit, or to finalize the claim during the periods stated above.

## **F. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant authorizes an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

## **G. PREAUTHORIZED (RECURRING) TRANSFERS AND STOP PAYMENTS**

You may use your account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop a recurring payment by telephone, chase.com, Chase Mobile or at a branch before the scheduled payment date by providing us sufficient information for the type of payment.

1. If you provided your card number for the preauthorized transfer, you must give us the exact card number. We will close the card and open a new one to replace it.
2. If you provided your account number and routing number (ACH direct debit) for the preauthorized transfer, you must give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments from the named payee. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment.

Your stop payment is effective until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer.

For business accounts, your ACH stop payment will either be effective:

- Until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer, or
  - One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment-Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement.
3. If you set up your recurring bill payments or transfers through chase.com, you can cancel pending and future payments on chase.com or Chase Mobile.
  4. If you previously set up repeating account transfers in the branch, you can only cancel those pending and future transfers in the branch.

We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

## **H. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

Information about your account or the transactions you made will be disclosed to third parties:

- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;

- To comply with government agency, arbitration or court orders;
- With your written permission;
- As permitted by our Privacy Notice.

## **I. NOTICE OF YOUR RIGHTS AND LIABILITIES**

### **For personal accounts only:**

Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500. If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

### **For business accounts only, you agree:**

1. To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
2. To notify us promptly in writing if any user of a card is no longer employed by you or authorized to conduct business on your behalf;
3. That by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions;
4. That all of the provisions of the Deposit Account Agreement, including liability limitations and the requirement that you give us notice of unauthorized items within 30 days, apply to your EFT services.

### **Special Provisions for Card Transactions (Zero Liability Protection) for personal and business accounts:**

You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the Internet, if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or card, where you have given someone else your card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days (30 days for business accounts).

## **J. FEES**

Fees for all EFT services are disclosed in our Fee Schedule and product information.

## **K. SERVICES NOT COVERED BY THIS PART; SEPARATE AGREEMENTS**

For personal accounts, EFT services described in the *Electronic Funds Transfer Service Terms* do not include wire transfers and any transactions that are not covered by Consumer Financial Protection Bureau Regulation E.

For business accounts, wire transfers and other services not specifically described in this disclosure are governed by the *General Account Terms* or by separate agreements.

We may offer additional EFT services besides those described in the *Electronic Funds Transfer Service Terms* that have separate agreements and disclosures.

## *Account Alerts and Text Banking*

If you receive or otherwise use Account Alerts or text banking, you agree to the following terms. If you are enrolled with chase.com, the terms of the Online Service Agreement control the terms of these services instead.

- We may use a telephone number, email address or other delivery point we have in our records for you or other contact information that you provide to us for these services so we can send you certain information about your account. You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use chase.com or Chase Mobile or speak to a Telephone Banker.



- We will send Account Alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations.
- We do not charge for the Account Alerts or text banking, but message and data rates may apply. **To cancel text banking services, send STOP to 24273 at any time.** For help or information on text banking, send HELP to 24273 or contact us at 1-877-242-7372.
- Account Alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you have to pay that amount to us.

## *Funds Availability Policy*

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** Wire transfers, electronic direct deposits and cash deposits will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit.

In most cases when you deposit checks drawn on a Chase account:

- At a teller station, funds from these deposits made with an employee will be available on the same day we receive your deposit;
- At an ATM, some or all funds from these deposits will be available on the same day we receive your deposit.

Once funds are available, you may withdraw them or use them to pay checks and other items.

### **For Chase Analysis Business Checking (with or without Interest):**

**Same-day availability:** Wire transfers, electronic direct deposits, and cash deposits made with a banker or at an ATM will be available on the day we receive your deposit.

**Next business day availability:** Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you;
- Checks that are drawn on us.
- The following items, if you make the deposit in person to one of our employees:
  - a. State and local government checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - b. Cashier's, certified, and teller's checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - c. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.

**Second business day availability:** Funds from all other deposits are available no later than the second business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

### **When Your Deposit Is Received:**

If you make a deposit with a teller at one of our branches on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Chase ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make an ATM deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
- For deposits and transfers at most ATMs, the cutoff time is 11 p.m. Eastern Time (8 p.m. Pacific Time). For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.

- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- All deposits made by mail and addressed to Chase without using a specific branch name and street address will be considered received by the Chase-By-Mail facility in Louisville, Kentucky, on the date the deposit is received by that facility. Chase-By-Mail will not accept cash deposits.

### **Longer Delays May Apply:**

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, at least the first \$200 of these deposits will be available on the first business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available, but further review of the deposit after we receive it may still result in delayed availability.

**For all accounts:** Funds you deposited by check may be delayed for longer than two business days under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,000 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.

If we delay availability for one of these reasons, funds may not be available until the seventh business day after the day of your deposit.

If your check deposit is made with one of our employees or at an ATM and we decide at that time to delay your ability to withdraw funds, we will tell you then. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit hold notice by the business day after we decide to take that action.

### **Special Rules for CDs and Retirement Money Market Accounts:**

Generally, funds you deposit will be available within one business day except when you deposit checks that total more than \$5,000 in a business day. The amount exceeding \$5,000 will be available no later than the seventh business day after the day of your deposit. However, we are not required to let you withdraw principal from a CD before it matures.

### **Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first \$5,000 of a business day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

### **Holds on Other Funds:**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available on the day they would have been available if you had deposited the check.

# Privacy Notice

Rev. October 2014

FACTS	WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>▪ Social Security number and income</li><li>▪ account balances and transaction history</li><li>▪ credit history and payment history</li></ul>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Chase chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chase share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates’ everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes
To limit our sharing	<ul style="list-style-type: none"><li>▪ Call 1-888-868-8618 – our menu will prompt you through your choice(s). For operator relay assistance, first dial 711 or</li><li>▪ Visit us online: <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a></li></ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1-888-868-8618 – our menu will prompt you through your choice(s). For operator relay assistance, first dial 711.		

## Page 2

Who we are	
Who is providing this notice?	The JPMorgan Chase & Co. family of companies. A partial list of its U.S. consumer financial companies is located at the end of this document.
What we do	
How does Chase protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
How does Chase collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>open an account or make deposits or withdrawals from your account</li> <li>pay your bills or apply for a loan</li> <li>use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies <ul style="list-style-type: none"> <li><i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i></li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li><i>Our joint marketing partners include categories of companies such as insurance companies</i></li> </ul>
Other important information	
<p><b>State Laws:</b></p> <p>VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.</p> <p>NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, or by writing to us at P.O. Box 659752, San Antonio, TX 78265-9752.</p> <p>For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email BCPINFO@ag.state.nv.us</p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.</p>	

## Who is providing this notice?

JPMorgan Chase Bank, N.A.  
J.P. Morgan Securities LLC

Chase Insurance Agency, Inc.  
Chase Bank USA, N.A.

Chase Bankcard Services, Inc.

Separate policies may apply to customers of certain businesses, such as J.P. Morgan Private Bank.

## *How to Contact Us:*

### **Personal Accounts:**

Main phone number: 1-800-935-9935

Spanish: 1-877-312-4273

### **Business Accounts:**

Main phone number: 1-800-242-7338

Spanish: 1-888-622-4273

### **Chase Mobile or Online Banking:**

1-877-242-7372

### **Deaf and Hard of Hearing:**

Operator Relay calls:

Personal Accounts: 1-800-935-9935

Business Accounts: 1-800-242-7338

Direct TTY calls: 1-800-CHASETD (1-800-242-7383)

### **International Calls:**

1-713-262-1679

### **Website:**

chase.com

### **All Written Correspondence:**

JPMorgan Chase Bank, N.A.  
PO Box 659754  
San Antonio, TX 78265-9754

If you believe your debit card has been lost or stolen,  
or for information about purchases and ATM transactions,  
call us at the telephone numbers listed here or write:

Chase  
PO Box 659809  
Internal Mail TX3-7849  
San Antonio, TX 78265-9109

In case of errors or questions about your electronic funds transfers (EFT), call 1-866-564-2262.



# **Exhibit B**

**To the Declaration of  
Laura L. Deck**

# DEPOSIT ACCOUNT AGREEMENT AND PRIVACY NOTICE



## Welcome to Chase

Thank you for opening your account with Chase; we look forward to serving you. We recommend keeping this agreement but we regularly update it, so you can always get the current agreement at [chase.com](https://chase.com), a branch or by request when you call us.

This is your Deposit Account Agreement (may also be referred to as Account Rules and Regulations), or contract, with us.

The Deposit Account Agreement also includes these separate documents that pertain to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal accounts:
  - Consumer Banking Products: Additional Banking Services and Fees (including our Fee Schedule)
  - Chase Private Client Products: Deposit Products and Services
- Business accounts:
  - Additional Banking Services and Fees (including our Fee Schedule)
- Any additional disclosures, such as amendments or agreements, that we provide to you either when you open your account or when we change the terms of your account.

## How to Contact Us

We're here for you. See below for how to reach us.

### Personal Accounts:

Main phone number: 1-800-935-9935  
 Spanish: 1-877-312-4273  
 International calls: 1-713-262-1679  
 Website: [chase.com](https://chase.com)

### Business Accounts:

Main phone number: 1-800-242-7338  
 Spanish: 1-888-622-4273  
 International calls: 1-713-262-1679  
 Website: [chase.com/business](https://chase.com/business)

### Chase Private Client:

Main phone number: 1-888-994-5626  
 International calls: 1-405-235-4847  
 Website: [chase.com/privateclient](https://chase.com/privateclient)

**Chase Mobile or Online Banking:** 1-877-242-7372

**Deaf and Hard of Hearing:** We accept operator relay calls

### Electronic Funds Transfers (EFTs):

In case of errors or questions about your EFTs, or if you believe your debit card has been lost or stolen, call us at 1-866-564-2262 or write:

Chase  
 PO Box 659809  
 Internal Mail TX3-7849  
 San Antonio, TX 78265-9109

### To Dispute Information Reported to a Consumer Reporting Agency:

JPMorgan Chase Bank, N.A.  
 PO Box 182108  
 Internal Mail OHW-1000  
 Columbus, OH 43218

### All Other Written Correspondence:

JPMorgan Chase Bank, N.A.  
 PO Box 659754  
 San Antonio, TX 78265-9754

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## *Privacy Notice*

## Deposit Account Agreement

This agreement is the contract that governs your account.

Whether you have a personal or business deposit account, this document is the basic agreement between you and us (JPMorgan Chase Bank, N.A. or "Chase"). By signing a signature card or submitting an account application, or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms in this agreement. Customers of some of our business groups, such as Corporate Banking, will get a different agreement and their accounts will be governed by that agreement, not this one. If you have a product that is not a deposit account, such as a prepaid card or credit card, this agreement does not apply to that product. Also, other products or services, such as online banking or retirement accounts, may have additional agreements. A more specific agreement takes precedence over this one.

This agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information, (3) banking services and fees, and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts. Products and services as well as associated fees, charges, interest rates and balance requirements may differ among different geographic locations. Not all products and services, including check cashing, are offered at all locations.

## I. Definitions

Here are some important terms that we use throughout this agreement:

**Account:** Any deposit account, such as a checking or savings account, you have with us that is covered by this agreement.

**ACH (Automated Clearing House):** ACH, which may also be referred to as automatic payments, are funds transferred to or from your account through an automated clearing house network. Common examples include direct deposits of payroll, pension or government benefits such as Social Security.

**ATM (Automated Teller Machine):** An electronic device that performs many banking services, which can include withdrawals and balance inquiries.

**Available balance:** Your previous day's balance plus any pending credit transactions (excluding pending debit card purchase returns), such as ACH direct deposits minus:

- Pending charges such as debit card purchases, electronic payments, checks drawn on your account that have been cashed or deposited, or transactions that we are obligated to pay or have already paid,
- Amount of deposits that are not yet available for withdrawal under our Funds Availability Policy,
- Any holds on your balance, such as holds on funds to comply with court orders or other legal requirements.

**Business day:** Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

**Check:** A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

**Debit card transaction:** Any purchase or bill payment using your debit card. A debit card transaction may be either an everyday (not recurring) purchase transaction or a recurring payment, such as a monthly bill.

**Direct deposit:** An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits.

**Hold on your account:** Any amount of money that is in your balance but that you cannot withdraw because of delayed funds availability, a court order or other reason. A hold may be placed for more than your balance.

**Item:** Any check, ACH, funds transfer, online banking transaction, wire transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other amount that is added to or subtracted from your balance.

**Overdraft:** The amount by which any item(s) presented on your account on a business day exceeds the available balance.

**Overdrawn:** When your account has a negative balance.

**PIN:** A four-digit personal identification number that you either select or request from us for your debit or ATM card. Some merchants and all ATMs require a PIN when you use a debit card.

## II. Opening Your Account

### A. Personal Accounts

THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

#### 1. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

#### 2. Joint accounts

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner."

Each joint owner has complete control over all of the funds in the account.

If your joint account becomes overdrawn, each joint owner is liable for the full amount the account is overdrawn, regardless of who initiated or benefited from the item(s) that caused the overdraft.

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If one joint owner requests that we not pay items authorized by a different joint owner, we may block the account, but we are not required to do so. That means we will refuse to pay all items, including items authorized by the owner making the request. If we block the account, we may not release the block unless all joint owners agree in writing to remove it. No request to block the account will affect items that we paid before the request. If we decide not to block the account, all joint owners remain responsible for items subtracted from the account.

Any joint owner may close the account without the consent from any other joint owners. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, without the authorization of the other joint owners. We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

### **Joint account with rights of survivorship**

If a joint account has rights of survivorship, and one joint owner dies, the account ownership will be transferred to the surviving joint owners. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWRROS," it has rights of survivorship.

### **Joint account with no right of survivorship (also called "tenants in common")**

If a joint account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an account is designated "Tenants in common" or "JTIC," it does not have rights of survivorship.

### **When survivorship rights apply**

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created with these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in the paragraph below.

### **Marital account (Wisconsin only)**

If one owner of a marital account dies, the survivor is entitled to 50% of the account funds and the estate of the deceased is entitled to the other 50%. If a marital account contains a payable on death designation, the POD beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the POD beneficiary.

### **Tenants by the entirety (Florida only)**

A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenants by the entirety account in order to collect debts of either owner.

## **3. "Payable on death" account**

If you establish your account payable on death to one or more beneficiaries, the account is a "POD" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer POD accounts in all states.

## **4. "In trust for" (informal trust) account**

If you establish your account as in trust for ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as an "ITF" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer ITF accounts in all states.

## **5. Convenience account**

If you have a convenience account, you are its sole owner, but you authorize an additional signer to write checks or authorize other items. You are solely responsible for the actions of the additional signer (grandfathered accounts only).

## **6. Power of attorney**

A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them. An agent's power of attorney on an account is terminated when the account owner dies.

## **7. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act account**

If you are the custodian or successor custodian of an account under a state's Uniform Transfers/Gifts to Minors Act, you cannot pledge the account as collateral for a personal loan to you, or cash checks against it. You must transfer the funds in the account to the minor when the minor reaches the age of majority under the UTMA/UGMA law for the state where the UTMA was established.

## **8. Representative payee/VA custodian account**

If you open an account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the

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account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

## **9. Other fiduciary accounts**

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account.

## **B. Business Accounts**

If your account is a type listed under "Business Accounts" in our product information, you agree not to use it for personal purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member or partner. "Business organization" means a corporation, unincorporated association, limited liability company, partnership, or any other business, government or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a signer.

If the account owner is a sole proprietorship, that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. A signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

A signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a business organization.

If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

## **III. Using Your Checking or Savings Account**

### **A. Adding Money to Your Account**

#### **1. Direct deposits; notice of electronic deposits**

When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit chase.com or Chase Mobile® and use Account Alerts, or call us to confirm that we have received a deposit.

If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

#### **2. Endorsements**

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement "without recourse."

#### **3. Endorsement requirements**

To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check.

If you don't endorse your check properly and it causes us a loss, cost or expense, you have to pay that amount to us.

#### **4. Our right to refuse deposits**

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we will not add funds to your balance until we have actually been paid for the check.

#### **5. Our right to charge back deposited or cashed items**

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance in other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them. If a deposited or cashed item is returned, we will charge you a Deposited Item Returned Fee or a Cashed Check Returned Fee. Refer to the Fee Schedule for specific fee information.

#### **6. Deposit records and receipts**

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name.

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If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip.

If we give you a receipt for a CD that you decide not to open or we give you a receipt for a deposit that you then cancel, the receipt is void and you may not claim those funds.

## **7. Night depository and large cash deposits**

Any of our employees may open and count any deposit that a branch banker didn't count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited.

If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

## **8. Our responsibility for collecting deposits**

If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

If we lose a check, you agree to use reasonable efforts to help us locate or replace it.

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed or otherwise improper.

## **9. Depositing remotely created checks**

A remotely created check is created by the payee and not signed by the account owner. It states that the account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account owner for payment in the amount it shows.

## **B. Overdrafts and Fees; Overdraft Protection; Posting Order**

### **1. Posting order**

We post transactions to your account during each business day's overnight processing which is generally completed before our branches open the next day. The order in which we generally apply deposits and withdrawals to your account each business day:

- First, we add deposits to your account.
- Second, we subtract everyday (not recurring) debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, checks you write that are either cashed or deposited by a Chase branch banker, and wire transfers. We subtract all of these transactions in chronological order by using the date and time of each transaction. If we do not know the time of day you made a transaction, such as for some everyday debit card transactions, then it is posted as if it was made at the end of the day. Multiple transactions without a timestamp are subtracted starting with those having the highest dollar amount and moving to the lowest.
- Third, we subtract all other items, including checks you wrote that are either cashed or deposited at an ATM, and recurring debit card transactions starting with those having the highest dollar amount and moving to the lowest. We reserve the right to use a different order in certain states, such as Nevada.
- Finally, fees are assessed last.

During the day, if you review your account, you will see that we show some transactions as "pending." These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative account balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day's overnight processing, even if it had been displayed as a "pending" transaction on a positive account balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your account during overnight processing.

### **2. Overdrafts**

We may pay or decline to pay any item if your available balance is less than the amount of that item plus all other items received but not yet paid. We will decline any requested ATM withdrawal unless your available balance at the time is equal to or more than the amount of the requested withdrawal. Even if we've paid overdraft items before, we are not required to do it in the future. Special rules for everyday debit card transactions, overdraft and fees for these transactions, are described in the *Electronic Funds Transfer Service Terms*.

We look at your account only once to decide if the item would cause your account to become overdrawn.

It's your responsibility to avoid overdrawing your account.

### **3. Your responsibility to repay overdrafts**

You must immediately pay the amount of any overdraft along with any fees that apply. If you don't, you may be charged additional fees or interest. We also may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your account to pay any overdraft and resulting fees. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any account (including direct deposit of Social Security benefits). You understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

### **4. Insufficient Funds and Returned Item fees**

We will charge a fee for any item presented on a business day when your account is overdrawn, whether or not we pay the item. If we pay it, we will charge an Insufficient Funds Fee. If we return it, we will charge a Returned Item Fee (even if we later decide to pay that item after we had initially decided to return it). Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*.

Refer to your product information and Fee Schedule for information about what fees apply and how fees are calculated for your account. We may limit the number of Returned Item and Insufficient Funds fees we charge for a business day. For business accounts, we may charge interest on any amount you are overdrawn that you haven't repaid promptly.

### **5. Overdraft Protection**

Overdraft Protection allows you to link one of your accounts as your backup account to your checking account to help pay an overdraft. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions.

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**Establishing or Canceling Overdraft Protection:** Any owner of both a qualifying checking account and the backup account may enroll in Overdraft Protection without the consent of other owners and both accounts must share at least one owner to maintain Overdraft Protection. Any owner of the checking account or the backup account may cancel Overdraft Protection (by terminating the service or closing the account) without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Chase personal savings account; and a business checking account may be linked to a Chase business savings account or a business line of credit in good standing. We may cancel your Overdraft Protection service at any time. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

**Transfers:** We will make one Overdraft Protection transfer per business day that will appear on your statement for both accounts. If you have enough available funds in your backup account, we will automatically transfer enough to bring your checking account balance to zero. If you do not have enough available funds in your backup account to bring your checking account balance to zero, but you have enough available funds to pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred does not bring your checking account balance to zero, your checking account will become overdrawn and you may be charged Insufficient Funds or Returned Item fees. If we authorize your transaction, we will leave the funds in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid there will not be available funds to make the transfer and your checking account may become overdrawn and charged an Insufficient Funds Fee. The available balance for a savings account is determined at the time that we authorize a transaction or at the end of business day processing. The available balance for a business line of credit is determined at the end of the previous business day processing. We are not required to notify you if funds from the backup account cannot be transferred for Overdraft Protection (for example if the account is dormant, purged, restricted or not in good standing). Refer to the section *Restricting Your Account; Blocking or Delaying Transactions* for additional information.

Withdrawals and transfers out of your savings account, including Overdraft Protection transfers, are limited by federal law. In addition, Overdraft Protection transfers may result in Savings Withdrawal Limit Fees. Both of these limits are explained in more detail in sections *Limits on savings account withdrawals* and *Savings Withdrawal Limit Fee*.

### **C. Electronic Funds Transfer Service Terms; Payments, Deposits and Transfers You Make or Receive by Electronic Methods**

We provide a variety of electronic funds transfer (EFT) services for deposit accounts. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your card, telephone, or chase.com.

#### **1. Types of EFT services**

##### **a. Debit and ATM cards**

As a condition of opening certain accounts, you agree that we may automatically issue you a Chase debit or ATM card. However, activating your card is not required to keep your account open. We may deactivate any temporary ATM card when you activate your debit card.

You can use your card as follows:

##### **At ATMs to:**

- Withdraw cash;
- Transfer money;
- Check your balances;
- Deposit cash or checks;\*
- Make payments to qualifying Chase credit cards and loans;\*
- Obtain a copy of recent account activity.\*

Services marked with an asterisk (\*) are available only at Chase ATMs, and all services may not be available at all Chase ATMs.

When you use a Chase ATM, you will have access to all of your personal checking, savings, Chase Liquid® and credit card accounts, regardless of whether the accounts are linked to your card. When linking multiple accounts to your card, one checking account and one savings account will be designated as primary. We also offer cards with limited functions for your deposit accounts, such as deposit-only business cards and prepaid cards that can be linked to a checking or savings account. Subject to the limited functions provided for each card, limited-function cards are also considered "cards" under this agreement.

You can use a non-Chase ATM only if it is in a participating network. Your primary checking and savings accounts will be accessible on that network, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is usually accessible. We may charge a Non-Chase ATM Fee, and the ATM owner/network may also charge a fee. Any of these fees may be charged for any activity, including withdrawals, balance inquiries and transfers. We generally waive the Non-Chase ATM Fee for a balance inquiry or transfer if it is made in connection with a withdrawal at the same non-Chase ATM at the same time with the same card. On some accounts, we will refund ATM fees charged by the ATM owner/network; however, some ATM owners/networks do not identify these fees in the information they send to us and, as a result, we may not automatically refund the fee. If for any reason the refund is not processed, please contact us. If you choose to convert an international transaction to U.S. dollars at either an ATM or on a purchase, foreign currency commissions and fees included in the exchange rate charged by third parties are excluded from Chase reimbursements.

#### **You can use your debit card (but not your ATM card):**

##### **At participating merchants to:**

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed or your debit card is closed. We may also provide the merchant or the participating network your new account number and expiration date.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person, or receive payments from a business by providing your card number to third-party payment services.

**At participating financial institutions to:**

- Withdraw funds at a teller. Withdrawals are subtracted from your primary checking account. You will be charged a Non-ATM Cash Fee.

**b. Electronic transfers using your account number**

You may authorize a third party to transfer funds to or from your account by providing your account number and your routing number. These transfers may use various payment networks and may take various forms, such as:

- Employer payroll, government benefits or other direct deposits;
- One-time or recurring charges to your account to a utility payment or to pay other bills; or
- A "check conversion" transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

**c. Online banking and Chase Mobile**

You may use chase.com or Chase Mobile to view your account information, make deposits (Chase Mobile only), transfer funds between your Chase accounts, pay qualifying Chase loans or credit cards, or make payments from your account to third parties. Enroll for these services on chase.com or by downloading the Chase Mobile app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

**d. Telephone banking**

You may use our automated customer service system or speak to us to get your account information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use the automated system. Business account owners may also use a valid Taxpayer Identification Number (TIN).

**e. Transfers for Overdraft Protection**

Transfers to and from your accounts for Overdraft Protection are also EFTs and subject to these terms.

**2. Important information and agreements about your card****a. Authorizations and holds**

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your balance, generally for three business days, for the amount of the authorization. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

**b. Overdrafts with your card**

For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize an everyday debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee. For business accounts, if you have notified us NOT to pay overdrafts we generally won't authorize a debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee.

When we give authorization to a merchant for your purchase, your available balance will decrease. But the authorization will not prevent certain items, such as ACH transactions and checks, from posting to your account, which can leave your account without enough funds. To avoid Insufficient Fund and Returned Item fees, be sure to keep enough funds in your account to avoid overdrawing your account, including enough funds for previously authorized debit card transactions not yet posted to your account.

We rely on transaction coding sent to us by the merchant or other third party to determine whether the transaction is everyday or recurring, which affects whether or not we would authorize these transactions at our discretion and whether we can assess you Insufficient Funds Fees. If any other transaction overdraws your account, we will assess fees described in the section *Overdrafts and Fees; Overdraft Protection; Posting Order* and the Fee Schedule.

**c. Canceling your card**

We may cancel your card at any time without notice. You may cancel your card by calling us. If you do, please destroy it.

**d. Our right to refuse transactions**

We can refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If you lock your card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. Any card we issue to you will be unlocked when you activate it.

**e. Foreign exchange transactions**

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your card. When the card transaction is posted to your account, we will charge a Foreign Exchange Rate Adjustment Fee on the card transaction amount after conversion to U.S. dollars.

The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.



**f. Debit or credit prompts at terminals**

If a merchant asks “Debit or Credit?” when you make a purchase, you can choose either one and your purchase will be subtracted from your primary checking account.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

**g. ATM safety and safeguarding your account information**

**Be safe at ATMs.** Some ATM locations are recorded by a surveillance camera or cameras. We advise you to be aware of your surroundings before, during and after any ATM use. Here are some additional tips:

- Choose an ATM that is well lit.
- Don’t use an ATM that looks unusual or altered.
- During the hours of darkness, consider having someone accompany you to the ATM.
- If you suspect the ATM isn’t working properly or if you notice anything suspicious, cancel the transaction and find another machine.
- When using a Chase ATM with a separate entry door, you should close the door completely upon entering and should not permit entrance to any unknown person after regular banking hours.
- If you need emergency assistance as a result of criminal activity or medical emergency, contact 911.
- At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can’t see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your card from the ATM, and then put away your money, receipt, and card.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you’re being followed, go to a heavily populated, well lighted area, and immediately contact the police.
- Complaints concerning security at New York Chase ATMs should be reported to the Chase Security Department at 1-800-900-0001 or the New York State Department of Financial Services at 1-888-697-2861.

**Keep your PIN confidential.** Never give your PIN to anyone, and don’t write it down. In addition, to keep your card information safe:

- Use a PIN that others can’t easily figure out.
- To change your PIN (or if you forget your PIN), request a new PIN at chase.com, call us or visit any Chase branch.

**Protect your debit card or ATM card as you would a credit card or cash.**

**Notify us immediately if your card is lost or stolen**, or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to ensure your card isn’t misused.

**3. Limitations on transfers, amounts, and frequency of transactions**

To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. Your limits are contained in the product information you received when you opened your account.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we’ll notify you if we do).

You are allowed a limited number of withdrawals from your savings account. See *Limits on savings account withdrawals* for details.

Your card will be restricted if we consider your account to be inactive or dormant.

**4. Receipts and statements**

You can receive or have the option to receive a receipt at ATMs, from a banker at a branch, online through chase.com, and at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

See *Statements and notices* for information about periodic statements.

To confirm that you have received a direct deposit, review your balance and recent transactions through chase.com, Chase Mobile, at an ATM, or call us.

**5. In case of errors or questions about your electronic funds transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, see the *How to Contact Us* section.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your account within 10 business days for the amount you think is in error,

so that you will have the use of the money during the time it takes us to complete our investigation. If your first account deposit is less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If your first account deposit is less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**For business accounts**, our practice is to follow the procedures described above, but we are not legally required to do so. For example, we are not required to give provisional credit, or to finalize the claim during the periods stated above. We require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized.

## 6. Our liability for failure to complete transactions

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

## 7. Preauthorized (recurring) transfers and stop payments

You may use your account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop some payments before the scheduled payment date in the following ways:

1. If you provided your card number for the recurring transfer, you must contact us by telephone or at the branch and give us the exact card number. We will close the card and you can replace it with a new card and card number upon request.
2. If you provided your account number and routing number for ACH direct debits to your account (both recurring and one-time payments), you must contact us by telephone or at the branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments from the named payee. We will charge a Stop Payment Fee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

For personal accounts, your ACH stop payment is effective until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer.

For business accounts, your ACH stop payment will either be effective:

- Until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer, or
  - One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement.
3. If you set up your recurring or one-time bill payments or transfers through chase.com or Chase Mobile, you can use that service to cancel pending and future payments.
  4. If you previously set up recurring account transfers in the branch, you can only cancel those pending and future transfers in the branch.

We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

For business accounts, you can enroll in ACH Debit Block on chase.com to block and return ACH debit transactions. The terms of the service are governed by the Fraud Protection Services Agreement.

## 8. Disclosure of account information to third parties

Information about your account or the transactions you made will be disclosed to third parties:

- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;
- To comply with government agency, arbitration or court orders (including subpoenas);
- With your written permission;
- As permitted by our Privacy Notice.

## 9. Notice of your rights and liabilities

### For personal accounts only:

Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500. If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

**For business accounts only, you agree:**

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly in writing if any user of a card is no longer employed by you or authorized to conduct business on your behalf;
- That by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions;
- That all of the provisions of the Deposit Account Agreement, including liability limitations and the requirement that you give us notice of unauthorized items within 30 days, apply to your EFT services.

**Special Provisions for Card Transactions (Zero Liability Protection) for personal and business accounts:**

You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the Internet, if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or card, where you have given someone else your card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days (30 days for business accounts).

**10. Fees**

Fees for all EFT services are disclosed in our Fee Schedule and product information.

**11. Services not covered by this part; separate agreements**

For personal accounts, EFT services described in the *Electronic Funds Transfer Service Terms* do not include wire transfers and any transactions that are not covered by Consumer Financial Protection Bureau Regulation E.

For business accounts, wire transfers and other services not specifically described in the *Electronic Funds Transfer Service Terms* are governed generally by the Deposit Account Agreement or by separate agreements.

We may offer additional EFT services besides those described in the *Electronic Funds Transfer Service Terms* that have separate agreements and disclosures.

**D. Other Ways to Use Your Money**

**1. When you can withdraw funds you've deposited**

Generally, for checking and savings accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not. Please see the *Funds Availability Policy* for details.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is authorized, is "good," has "cleared," or has been paid by the paying bank. It's also possible that the check will be returned months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned.

**2. Withdrawals and transfers from your account**

We may subtract from your available balance the amount of any check or other item that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. If check writing is not an available feature of your account, we will not issue you checks, and you are not permitted to write checks drawn on your account. We will not pay checks if you attempt to do so.

**3. Autosave feature**

You can set up automatic transfers from your personal checking account to your other accounts. Use the Chase Mobile app or chase.com to set up, review, change or cancel your transfers.

We will not be liable to you for our failure to transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any losses if the funds were not transferred, including interest you might have earned on a savings account.

**4. Transactions in a foreign currency**

Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to your account. You should expect that these rates will be less favorable than rates quoted online or in publications.

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

## 5. Large cash withdrawals

We may place reasonable restrictions on when and how you make any large cash withdrawal. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

## 6. Stop payments on a check

If you request us to stop payment on a check, we will charge either a Stop Payment Fee or an Online or Automated Phone Stop Payment Fee depending on how you request your stop payment. However, the stop payment will not be effective if we have already certified, paid or otherwise become responsible for the check. For example, we can't stop payment on a check we've already cashed or a deposited check where the funds have already been withdrawn. Refer to the *Electronic Funds Transfer Service Terms* for how to place a stop payment on recurring electronic payments.

You may request a stop payment by calling us, in person, or through chase.com or Chase Mobile. We use automated systems to identify items, so we need specific information to process the request. In order for us to identify the item, you must give us the account number on which the check is drawn and either:

- The exact check number or a range of check numbers,
- The payee name and the exact amount of the check, or
- The payee name and range of amounts of the check.

We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

For personal accounts, your stop payment request lasts for one year even if the check is presented more than once unless you cancel your stop payment request. However, you may place a new stop payment order, which will be effective for one calendar year from the day you place the additional order. An additional fee will be charged.

For business accounts, you may place a stop payment for either:

- One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement, or
- One calendar year (this option is not available for stop payments initiated on chase.com or Chase Mobile).

Generally, we will complete your request as soon as we receive your instructions.

We may allow you to place a stop payment on a cashier's check, teller's check or certified check if you provide us a sworn statement—in a form we deem acceptable—that the check is lost, stolen or destroyed. Even if we agree to attempt to stop payment on a cashier's check, teller's check (official check) or certified check, if the check is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least 90 days after the original check's issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date.

## 7. Account numbers on funds transfers

If you instruct us to send a funds transfer, such as a wire or ACH transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

## 8. Limits on savings account withdrawals

Federal regulations limit the number of withdrawals and transfers out of your savings account. In this agreement, a savings account means an account with limited withdrawal privileges, including a money market account. During any monthly statement period, you may make no more than six withdrawals or transfers (for example by check, ACH, telephone, Internet or Overdraft Protection transfer) out of these accounts. However, this limit does not apply to withdrawals made at a branch or at an ATM, by mail (by check payable and mailed to you) or by messenger. We are required to ensure that you comply with this limit. If you exceed this limit after we've notified you of a violation, we will change your account to one we choose that doesn't limit withdrawals, and it may be an account that pays less or no interest. For Retirement Money Market accounts, we may either refuse or delay any withdrawal request that violates these requirements.

## 9. Our right to require advance notice of withdrawals

For all savings accounts and all personal interest-bearing checking accounts, we reserve the right to require seven days' prior written notice of withdrawal.

## 10. Check cashing

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable.

## 11. Incomplete, future-dated, conditional or stale-dated checks

You agree not to write a check that's incomplete, future-dated or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If we pay it, you will be responsible for the check.

## 12. Multiple signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

**13. Facsimile signatures**

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

**14. Review of checks and signatures**

Check payment is highly automated, and we pay millions of checks every day. Although we inspect some checks, you agree that reasonable commercial standards don't require us to do so. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

**15. Notice that a check has been deposited or cashed**

If we are notified that a check drawn on your account has been deposited or cashed at another bank, we may place a hold on your account for the check amount, which may cause other items to overdraw the account. If the amount of the check identified in the notice exceeds your balance at the time we receive the notice, we may notify the other bank of that fact.

**16. Substitute Checks and Your Rights****What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are your rights as a consumer regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient Funds Fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if applicable) within 10 business days after we receive your claim and the remainder of your refund (plus interest if applicable) no later than 45 calendar days after we receive your claim. We may reverse the refund (including interest) if we later determine the substitute check was correctly posted.

**How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered the substitute check or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

**Depositing substitute checks**

You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

**IV. Funds Availability Policy****When Your Deposit Is Received:**

If you make a deposit with a banker at a branch on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Chase ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make an ATM deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
- For deposits and transfers at most ATMs, the cutoff time is 11 p.m. Eastern Time (8 p.m. Pacific Time). For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.



- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:

National Bank By Mail  
PO Box 6185  
Westerville, OH 43086

All deposits made by mail and addressed to any other Chase facility may be forwarded to the National Bank By Mail facility in Westerville, Ohio, and will be considered received on the date the deposit is received by that facility.

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** Wire transfers, electronic direct deposits and cash deposits will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit.

In most cases when you deposit checks drawn on a Chase account:

- Deposits made with a banker at a branch will be available on the same day we receive your deposit;
- Some or all deposits made at an ATM will be available on the same day we receive your deposit.

Once funds are available, you may withdraw them or use them to pay checks and other items. For online banking deposits, different terms may apply.

#### **For Chase Analysis Business Checking (with or without Interest):**

**Same-day availability:** Wire transfers, electronic direct deposits, and cash deposits made with a banker at a branch or at an ATM will be available on the day we receive your deposit.

**Next business day availability:** Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you;
- Checks that are drawn on us.
- The following items, if you make the deposit with a banker at a branch:
  - a. State and local government checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - b. Cashier's, certified, and teller's checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - c. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.

**Second business day availability:** Funds from all other deposits are available no later than the second business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

For online banking deposits, different terms may apply.

#### **Longer Delays May Apply:**

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225 of these deposits will be available on the first business day after the day of your deposit, unless we delay availability for one of the circumstances listed below. If you will need the funds from a deposit right away, you should ask us when the funds will be available, but further review of the deposit after we receive it may still result in delayed availability.

**For all accounts:** We may delay availability for the full amount of the check, including the first \$225, up to the seventh business day after the day of your deposit under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,525 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.

If your check deposit is made with one of our employees or at an ATM and we decide at that time to delay your ability to withdraw funds, we will tell you then. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit hold notice by the business day after we decide to take that action.

#### **Special Rules for CDs and Retirement Money Market Accounts:**

Generally, funds you deposit will be available within one business day except when you deposit checks that total more than \$5,525 in a business day. The amount exceeding \$5,525 will be available no later than the seventh business day after the day of your deposit. However, we are not required to let you withdraw principal from a CD before it matures.

#### **Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first \$5,525 of a business day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made with a banker at a branch, the first \$5,525 will not be available until the second business day after the day of your deposit; and

- Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

#### **Holds on Other Funds:**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available on the day they would have been available if you had deposited the check.

## **V. Safeguarding Your Information**

### **A. Checks and Other Documents You Use**

We are not responsible for losses or delays that result from improper printing on checks or other account documents that you obtain through someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment.

### **B. Protecting Your Checks**

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, such as leaving your checks where they can easily be stolen, we are not responsible for any losses that may result.

### **C. Notice of Errors, Forgeries and Unauthorized Signatures**

You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- A check that you did not authorize or that is altered is listed on the statement;
- Your account statement contains any errors; or
- You did not receive your scheduled statement.

This 30-day notice requirement does not limit our rights to attempt to collect on unauthorized or altered checks from other banks.

You must notify us in writing of any unauthorized, improper or missing endorsements within six months after the account statement is mailed or made available.

You must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the check or errors. In addition, if you fail to notify us of any unauthorized check within 30 days (14 days in New York) after we mail, or in any other way make available, a statement that lists an unauthorized check, we are not required to reimburse you for unauthorized checks initiated by the same wrongdoer(s) that we pay after that time. These requirements do not apply to personal account transactions covered by the *Electronic Funds Transfer Service Terms*. You also have certain rights under federal law for substitute checks; please see *Substitute Checks and Your Rights* for more information.

## **VI. Managing and Maintaining Your Account**

### **A. Interest on Checking and Savings Accounts**

When you open a checking or savings account that pays interest, we will provide you a rate sheet stating the current interest rate and Annual Percentage Yield for your account. The rate sheet is considered a part of this agreement.

Your account has a variable interest rate. That means we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue on the business day we receive credit for your deposit. For cash, wire transfers and electronic direct deposits, interest begins to accrue on the business day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance in your account each day, which may be based on your present balance or collected balance as explained in the product information for your account. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for checks and similar items). We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

Interest is credited and compounded monthly. However, Retirement Money Market accounts with interest distributions will not compound, and interest will be credited on the distribution date. Unless otherwise stated in your product disclosure, interest is computed on a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

### **B. Linking Your Accounts; Statements**

#### **1. Linked accounts**

You may link your qualifying accounts to your checking account to help you avoid some fees and get relationship rates. An account may be linked to only one checking account.

We may automatically link accounts or we may provide some of the benefits you would be eligible for had you requested your accounts to be linked. If we don't, you may ask us to link your accounts. Your account information may be made available to any other owner on any of the linked accounts. If the checking account to which your other accounts are linked closes for any reason, it is your responsibility to request any remaining eligible accounts to be linked. If we determine your accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

If you choose to link your accounts to other accounts for which you serve as trustee or custodian (fiduciary), your account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary accounts. You should carefully consider this decision and consult with your legal advisor if necessary. Refer to your product information to determine which qualifying accounts are eligible to be linked, any additional requirements and the benefits from linking accounts.

**2. Statements and notices**

We will make a monthly account statement available for checking and savings accounts during each statement period. The statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

You will receive statements by mail unless you choose paperless statements or if your account has had no activity other than interest we paid. If you receive paper statements, we will mail them through U.S. mail to the current address listed in our records. We may change your mailing address if we receive an address change notice. Checking and savings statements are also generally available through chase.com or Chase Mobile unless the product information indicates otherwise.

We have made the statement available to you on the day we mail your paper statement or notify you that the paperless statement is available, even if your current address or email is invalid.

We may send you other notices related to your account. If you are enrolled in chase.com or Chase Mobile, some notices may only be available electronically. We send some notices only in paper form. You agree that sending the statement or notice to one owner of an account qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

**3. Combined statements**

Checking, savings and CD accounts with at least one common owner may be combined on a single statement, either with or without your request. However, we may send you separate statements at any time for any reason without prior notice. If accounts are included on a combined statement and you don't want that, notify us and we'll separate the statements. That change will affect only future statements.

Linked accounts do not have to be on a combined statement to receive the benefits of linking, and combining accounts on a single statement does not mean that the accounts are linked.

Each owner of each account listed on the statement can request a copy of a statement and will be able to view all account activity for all accounts on that statement through chase.com or Chase Mobile.

**4. Options for receiving checks**

We offer three choices for how you can view or receive copies of checks you've written or authorized:

- "Check safekeeping" means we keep images of your checks, which are available through chase.com. We do not include your paid checks or images of them with your statement. Some accounts require check safekeeping.
- "Image statement" means you will receive images of the front of your paid checks on your account statement.
- "Check enclosure" means we return legal copies of your paid checks with your account statement. This feature is not offered on all accounts.

If you have multiple personal checking accounts on a single statement and one of them uses check enclosure, all others will use check safekeeping. You agree that when we send a statement we have made the check available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time we determine.

If for any reason we can't provide a copy of your check, you agree that we will not be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks, so we can provide a copy of the image, but not the original check.

**C. Telephone and Electronic Communication**

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your mobile number, we have your permission to contact you at that number about all of your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

**D. Other Fees for Your Account****1. Fees**

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative. Refer to the Fee Schedule for specific fee information.

**2. Savings Withdrawal Limit Fee**

If you make more withdrawals or transfers out of your savings account than your account terms permit in a monthly statement period, we will charge a Savings Withdrawal Limit Fee. This fee is based on all withdrawals and transfers, not only those that are limited by federal regulation.

**E. Setoff and Security Interest**

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan.



If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may setoff against any of your accounts to recover the payments if we are obligated to return funds to the payor.

## F. Account Alerts and Text Banking

If you receive or otherwise use Account Alerts or text banking, you agree to the following terms. If you are enrolled with chase.com, the terms of the Online Service Agreement control the terms of these services instead.

- We may use a telephone number, email address or other delivery point we have in our records for you or other contact information that you provide to us for these services so we can send you certain information about your account. You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use chase.com or Chase Mobile or call us.
- We will send Account Alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations.
- We do not charge for Account Alerts or text banking, but message and data rates may apply. **To cancel text banking services, send STOP to 24273 at any time.** For help or information on text banking, send HELP to 24273 or contact us at 1-877-242-7372.
- Account Alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you have to pay that amount to us.

## VII. Maintaining Your Certificate of Deposit (CD) Account

A certificate of deposit, or CD, is a deposit account with us for a specified period of time. This disclosure covers both retirement and non-retirement CD products. By opening your CD, you agree to keep the amount deposited (principal) on deposit.

Here are a few things you should know about CDs:

**Term:** The term is the number of days, months or years you agree to leave your money in the account.

**Maturity date and grace period:** The maturity date is the last day of your CD's term. The grace period is the 10 days after the maturity date for CDs with a term of 14 days or longer. On the maturity date or during the grace period you can change the term of your CD, make additional deposits (for non-retirement CDs only), or withdraw your CD principal without paying an early withdrawal penalty.

**CD ladders:** Chase may offer a CD ladder, which is a group of four CDs opened at the same time for the same amount but with different terms. When each CD matures, its term will change to the longest term of the original group. For example, in a 12-month ladder, we will open four CDs with original terms of 3, 6, 9 and 12 months. When each CD matures, its new term will be 12 months. The result will be four 12-month CDs with a CD maturing every three months.

**Automatically renewable CD:** An automatically renewable CD will renew on the maturity date for the same term unless 1) you have a different renewal term as part of a CD ladder; 2) you change or close the account or 3) we notify you otherwise. Once your CD renews, any reference to the maturity date means the last day of the new term. For the renewal term, your CD will earn interest for the term and amount at the CD standard rate unless you qualify for the CD relationship rate. If your CD is closed during the grace period, it will not earn interest on or after the maturity date.

**Single maturity CD:** A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest on or after that date.

**Interest:** We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your balance. Interest begins to accrue on the business day of your deposit. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The Annual Percentage Yield (APY) disclosed on your deposit receipt or on the maturity notice assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually.

You may withdraw any paid or credited interest without penalty during your CD's term or at maturity. On the maturity date, interest will become principal of the renewed CD. A withdrawal will reduce earnings.

**Early withdrawal penalties: There is a penalty for withdrawing principal prior to the maturity date.**

### For Personal CDs:

- If the term of the CD is less than 6 months, the early withdrawal penalty is 90 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the term of the CD is 6 months to less than 24 months, then the early withdrawal penalty is 180 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- For terms 24 months or more, the early withdrawal penalty is 365 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.
- The amount of your penalty will be deducted from principal.

### For Business CDs:

- If the term of the CD is less than 12 months, the early withdrawal penalty is equal to \$25 plus 1% of the amount withdrawn.
- For terms of 12 months or more, the early withdrawal penalty is equal to \$25 plus 3% of the amount withdrawn.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.

- The amount of your penalty will be deducted from principal.

#### **Waiving early withdrawal penalties for Personal CDs:**

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

For non-retirement CDs:

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.

For retirement CDs:

- If the retirement CD owner is under age 59½ and one of the reasons defined by sections 72(t) and 530 of the Internal Revenue Code applies, such as payment of qualified education expenses or first-time home purchase expenses; and
- If the retirement CD owner is withdrawing an excess annual retirement contribution amount and any corresponding earnings.

We will also waive early withdrawal penalties for retirement CDs under the circumstances described below, regardless of when the early withdrawal is made in relation to the CD opening or a previous withdrawal.

- Death or disability of a retirement CD owner;
- A court's determination that a retirement CD owner is incompetent; and
- If the retirement CD owner is age 59½ or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

#### **Waiving early withdrawal penalties for Business CDs owned by a sole proprietorship:**

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.

## ***VIII. Closing Your Account***

Either you or we may close your account (other than a CD) at any time for any reason or no reason without prior notice. We are not required to close your account at your request if you have pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing, we will not pay any additional interest on the account. We may automatically close your account if the balance is \$0 or negative. Either you or we may close your CD account on any maturity date without cause.

We may send you written notice that we have closed or will close your account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor any check drawn on a closed account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse, such as overdrafts.

## ***IX. Other Legal Terms***

### **A. Rules Governing Your Account**

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you applied for the account in person at one of our banking offices, then the account is located in the state where you applied.
- If you applied in person for a business account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your account is located in the state where the representative's business office is located.
- If you applied for the account by mail, digitally, or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state, which for joint accounts will be based on the address of the owner whose name was listed first.
- In all other cases your account will be governed by Ohio law.

Business trust accounts for professionals regulated by a state (or a self-regulatory body under a state's laws) are located in the designated state.

### **B. General Liability**

Any provision of this agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

### **C. Restricting Your Account; Blocking or Delaying Transactions**

There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We can assign and transfer your account information and documentation to a replacement account number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Deposit Account Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.

We will have no liability for any action we take under this section and we may take such action without advanced notice.

### **D. Changes to the Agreement**

We may change the terms of this agreement, including fees and features of your account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

For CDs, changes that would adversely affect you will be effective on the next maturity date.

If we transfer your account to a different business unit within the bank, we may give notice in the same manner and provide you a different deposit agreement to govern your account. You agree that notice of these changes may be provided to any joint owner.

We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in printing fees for documents (such as checks).

We may direct you to a branch or chase.com for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your account after the effective date of any change, you agree to the change.

### **E. Our Responsibility to Obtain Personal Information**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an account. We require the following information or documents as a condition to your opening an account:

- For a personal account: your name; residential address; date of birth; and Social Security number, driver's license or other identifying documents
- For a business account: your business name, taxpayer identification number and business address; the name, residential address, date of birth and Social Security number of each signer, so we can verify the signer's identity; and documents to verify the business's existence.

Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

### **F. Prohibited Activities and Tax Reporting**

We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your account to send or receive a payment on behalf of anyone who is not a U.S. citizen or resident using The Clearing House Association's Real-Time Payment network.

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your accounts will be disclosed to the relevant tax authorities, if required by law. All information that has been provided is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

### **G. Death or Incompetence of Account Owner or Sole Signer**

Tell us immediately if any account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the account.

After we receive notice of death or incompetence of the sole signer on a business organization's account, we may freeze the balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting on or closing the organization's account.

### **H. Adverse Claims**

If there are conflicting instructions or there is any dispute regarding your account, we may take any action, including refusing to disburse any funds in the account to any person until all persons claiming an interest consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing. We may also place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

### **I. Authorization to Share Information**

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our *Privacy Notice* for your choices about information sharing.

### **J. Disputing Information Reported to a Consumer Reporting Agency**

If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address in the *How to Contact Us* section. Provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

### **K. Legal Process and Requests for Information**

If we receive any legal process relating to you or your account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. We also may remove your Overdraft Protection if a hold is placed, but you may ask us to relink your accounts after the hold is removed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process.

If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it.

### **L. Abandoned Property**

Each state has laws that govern when accounts are considered abandoned and when we are required to send a customer's funds to the state.

### **M. English Language — Other Language Preferences**

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this agreement, available in languages other than English. However, many important bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

### **N. Referrals**

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

### **O. Special Provisions for Pass-Through Accounts**

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This

means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Chase fails. That information can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html).

In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

#### **P. Sub-accounts**

For accounting purposes, all checking accounts consist of two sub-accounts: 1) a transaction sub-account where all deposits, withdrawals and fees are posted, and 2) a savings holding sub-account, where available balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

#### **Q. Permitted Time for Filing a Lawsuit**

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws.

We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

#### **R. Location of Legal Proceedings**

If you file any lawsuit or other legal proceeding against us that is connected in any way to your accounts or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your accounts or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes resolved by arbitration, the section *Arbitration; Resolving Disputes* governs the process and location of the arbitration proceedings.

#### **S. Pre-judgment Interest Rate**

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

#### **T. Assignment of Agreement and Successors**

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

#### **U. No Waiver**

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

### ***X. Arbitration; Resolving Disputes***

You and we agree that upon the election of either of us, any dispute relating in any way to your account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.



**What claims or disputes are subject to arbitration?**

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

**Can I (customer) cancel or opt out of this agreement to arbitrate?**

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of opening your account. If you want to opt out, call us at 1-800-935-9935 or see a banker. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**What about class actions or representative actions?**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

**Does arbitration apply to Claims involving third parties?**

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, "you" includes any person who is listed on your account, and "we" includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then "we" includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

**How does arbitration work?**

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us.

**Is the arbitrator's decision final? Is there an appeal process?**

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Who will pay for costs?**

We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator's rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

**How do I (customer) file an arbitration claim?**

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

## Privacy Notice



Rev. April 2020

FACTS	WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and transaction history</li> <li>■ credit history and payment history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call 1-888-868-8618 - our menu will prompt you through your choice(s). We accept operator relay calls.</li> <li>■ Chase Sapphire® customers please call 1-800-493-3319.</li> <li>■ <b>Visit us online:</b> <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a>.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	<ul style="list-style-type: none"> <li>■ Call 1-888-868-8618 - our menu will prompt you through your choice(s). We accept operator relay calls.</li> <li>■ Chase Sapphire® customers please call 1-800-493-3319.</li> </ul>
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## Page 2

**Who we are**

<b>Who is providing this notice?</b>	The JPMorgan Chase & Co. family of companies. A partial list of its U.S. consumer financial companies is located at the end of this document.
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**What we do**

<b>How does Chase protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
<b>How does Chase collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or make deposits or withdrawals from your account</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include categories of companies such as insurance companies</i></li> </ul>

**Other important information****State laws:**

VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.

NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, Chase Sapphire® customers please call 1-800-493-3319, or by writing to us at P.O. Box 734007, Dallas, TX 75373-4007.

For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email BCPINFO@ag.state.nv.us

CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.

**Who is providing this notice?**

JPMorgan Chase Bank, N.A.

Chase Insurance Agency, Inc.

J.P. Morgan Securities LLC

Separate policies may apply to customers of certain businesses, such as J.P. Morgan Private Bank.



# **Exhibit C**

**To the Declaration of  
Laura L. Deck**

# DEPOSIT ACCOUNT AGREEMENT AND PRIVACY NOTICE



## Welcome to Chase

Thank you for opening your account with Chase; we look forward to serving you. We recommend keeping this agreement but we regularly update it, so you can always get the current agreement at [chase.com](https://chase.com), a branch or by request when you call us.

This is your Deposit Account Agreement (may also be referred to as Account Rules and Regulations), or contract, with us.

The Deposit Account Agreement also includes these separate documents that pertain to our personal and business accounts:

- Rates for interest-bearing accounts
- Personal accounts:
  - Consumer Banking Products: Additional Banking Services and Fees (including our Fee Schedule)
  - Chase Private Client Products: Deposit Products and Services
- Business accounts:
  - Additional Banking Services and Fees (including our Fee Schedule)
- Any additional disclosures, such as amendments or agreements, that we provide to you either when you open your account or when we change the terms of your account.

## How to Contact Us

We're here for you. See below for how to reach us.

### Personal Accounts:

Main phone number: 1-800-935-9935  
 Spanish: 1-877-312-4273  
 International calls: 1-713-262-1679  
 Website: [chase.com](https://chase.com)

### Business Accounts:

Main phone number: 1-800-242-7338  
 Spanish: 1-888-622-4273  
 International calls: 1-713-262-1679  
 Website: [chase.com/business](https://chase.com/business)

### Chase Private Client:

Main phone number: 1-888-994-5626  
 International calls: 1-405-235-4847  
 Website: [chase.com/privateclient](https://chase.com/privateclient)

**Chase Mobile or Online Banking:** 1-877-242-7372

**Deaf and Hard of Hearing:** We accept operator relay calls

### Electronic Funds Transfers (EFTs):

In case of errors or questions about your EFTs, or if you believe your debit card has been lost or stolen, call us at 1-866-564-2262 or write:

Chase  
 PO Box 659809  
 Internal Mail TX3-7849  
 San Antonio, TX 78265-9109

### To Dispute Information Reported to a Consumer Reporting Agency:

JPMorgan Chase Bank, N.A.  
 PO Box 182108  
 Internal Mail OHW-1000  
 Columbus, OH 43218

### All Other Written Correspondence:

JPMorgan Chase Bank, N.A.  
 PO Box 659754  
 San Antonio, TX 78265-9754

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## *Privacy Notice*

## Deposit Account Agreement

This agreement is the contract that governs your account.

Whether you have a personal or business deposit account, this document is the basic agreement between you and us (JPMorgan Chase Bank, N.A. or "Chase"). By signing a signature card or submitting an account application, or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms in this agreement. Customers of some of our business groups, such as Corporate Banking, will get a different agreement and their accounts will be governed by that agreement, not this one. If you have a product that is not a deposit account, such as a prepaid card or credit card, this agreement does not apply to that product. Also, other products or services, such as online banking or retirement accounts, may have additional agreements. A more specific agreement takes precedence over this one.

This agreement also refers to and includes other disclosures we may provide to you, including (1) product information, (2) rate information, (3) banking services and fees, and (4) other disclosures, agreements, and amendments that we may provide to you. All may contain information on fees that apply to your accounts. Products and services as well as associated fees, charges, interest rates and balance requirements may differ among different geographic locations. Not all products and services, including check cashing, are offered at all locations.

## I. Definitions

Here are some important terms that we use throughout this agreement:

**Account:** Any deposit account, such as a checking or savings account, you have with us that is covered by this agreement.

**ACH (Automated Clearing House):** ACH, which may also be referred to as automatic payments, are funds transferred to or from your account through an automated clearing house network. Common examples include direct deposits of payroll, pension or government benefits such as Social Security.

**ATM (Automated Teller Machine):** An electronic device that performs many banking services, which can include withdrawals and balance inquiries.

**Available balance:** The amount of money in your account that you can use right now. You can find this balance on receipts you receive at ATMs, from a banker at a branch, on chase.com or Chase Mobile.

**Business day:** Every day except Saturdays, Sundays and federal holidays. Some branches may close on a business day due to an emergency or to observe a state holiday.

**Check:** A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

**Debit card transaction:** Any purchase or bill payment using your debit card. A debit card transaction may be either an everyday (not recurring) purchase transaction or a recurring payment, such as a monthly bill.

**Direct deposit:** An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government paying benefits.

**Item:** Any check, ACH, funds transfer, online banking transaction, wire transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other amount that is added to or subtracted from your balance.

**Overdraft:** The amount by which any item(s) presented on your account on a business day exceeds the available balance.

**Overdrawn:** When your account has a negative balance.

**PIN:** A four-digit personal identification number that you either select or request from us for your debit or ATM card. Some merchants and all ATMs require a PIN when you use a debit card.

**Present balance:** The total amount of money recorded in your account, including funds not yet available for you to use. This includes pending transactions, authorization holds that are not yet posted or deposits that have not yet been made available. You can find this balance on receipts you receive at ATMs, from a banker at a branch, on chase.com or Chase Mobile.

## II. Opening Your Account

### A. Personal Accounts

THE TYPE OF ACCOUNT OWNERSHIP MAY DETERMINE HOW YOUR FUNDS ARE PAID IF YOU DIE, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

If your account is a type listed under "Personal Accounts" in our product information, you agree not to use it for business purposes. Ownership of your account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card and the deposit system contain different information.

#### 1. Solely owned account

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

#### 2. Joint accounts

When two or more people are listed as owners of a personal account, the account is a "joint account" and each owner is a "joint owner."

Each joint owner has complete control over all of the funds in the account.

If your joint account becomes overdrawn, each joint owner is liable for the full amount the account is overdrawn, regardless of who initiated or benefited from the item(s) that caused the overdraft.

If one joint owner requests that we not pay items authorized by a different joint owner, we may block the account, but we are not required to do so. That means we will refuse to pay all items, including items authorized by the owner making the request. If we block the account, we may not release the block unless all joint owners agree.

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in writing to remove it. No request to block the account will affect items that we paid before the request. If we decide not to block the account, all joint owners remain responsible for items subtracted from the account.

Any joint owner may close the account without the consent from any other joint owners. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, without the authorization of the other joint owners. We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

#### **Joint account with rights of survivorship**

If a joint account has rights of survivorship, and one joint owner dies, the account ownership will be transferred to the surviving joint owners. The estate of the deceased owner will have no rights to the account. If there is more than one surviving joint owner, the account will continue as a joint account with rights of survivorship among the remaining owners. If an account is designated "JAWROS" or "JTWROS," it has rights of survivorship.

#### **Joint account with no right of survivorship (also called "tenants in common")**

If a joint account does not have rights of survivorship, and one joint owner dies, that owner's interest passes to the owner's estate. Either the surviving joint owners or the deceased owner's estate may withdraw the funds at any time, and we have no responsibility for determining the respective interests of the owners. If an account is designated "Tenants in common" or "JTIC," it does not have rights of survivorship.

#### **When survivorship rights apply**

Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the account title that the account is created with these rights.

If a joint account also contains a "payable on death" or "in trust for" designation, the account always includes a right of survivorship and is payable to the beneficiary only upon the death of the last surviving owner, except as stated in the paragraph below.

#### **Marital account (Wisconsin only)**

If one owner of a marital account dies, the survivor is entitled to 50% of the account funds and the estate of the deceased is entitled to the other 50%. If a marital account contains a payable on death designation, the POD beneficiary is entitled to the deceased spouse's 50% share. However, we have no responsibility to determine the respective interests of the owner and the POD beneficiary.

#### **Tenants by the entirety (Florida only)**

A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of setoff or security interest in a tenants by the entirety account in order to collect debts of either owner.

### **3. "Payable on death" account**

If you establish your account payable on death to one or more beneficiaries, the account is a "POD" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer POD accounts in all states.

### **4. "In trust for" (informal trust) account**

If you establish your account as in trust for ("ITF") or as trustee for one or more beneficiaries without presenting formal trust documents, we may treat the account as an "ITF" account. If we receive proof you've died, we will pay the balance of the account to the beneficiary or beneficiaries you designated. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We do not offer ITF accounts in all states.

### **5. Convenience account**

If you have a convenience account, you are its sole owner, but you authorize an additional signer to write checks or authorize other items. You are solely responsible for the actions of the additional signer (grandfathered accounts only).

### **6. Power of attorney**

A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding the account, including withdrawing or spending all of the money in the account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your account, unless state law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them. An agent's power of attorney on an account is terminated when the account owner dies.

### **7. Uniform Transfers to Minors Act/Uniform Gifts to Minors Act account**

If you are the custodian or successor custodian of an account under a state's Uniform Transfers/Gifts to Minors Act, you cannot pledge the account as collateral for a personal loan to you, or cash checks against it. You must transfer the funds in the account to the minor when the minor reaches the age of majority under the UTMA/UGMA law for the state where the UTMA was established. At our sole discretion we may limit transactions on the account if you fail to transfer funds to the beneficiary as required by applicable law. You agree that it is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.

### **8. Representative payee/VA custodian account**

If you open an account as a "representative payee" for someone who receives Social Security payments, or as a legal custodian, spouse payee or other custodian for someone who receives Veterans Administration payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the



account. If the government demands that we return deposits made after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

## **9. Other fiduciary accounts**

If you open an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you as the trustee, executor, guardian or conservator, or to the beneficial owners of the account.

## **B. Business Accounts**

If your account is a type listed under "Business Accounts" in our product information, you agree not to use it for personal purposes.

If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual director, shareholder, member or partner. "Business organization" means a corporation, unincorporated association, limited liability company, partnership, or any other business, government or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a signer.

If the account owner is a sole proprietorship, that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents. We may in some states allow a married couple to open an account as a sole proprietorship.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. A signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

A signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

We may, although we are not required to, cash checks payable to or accept "less cash" deposits from a business organization.

If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

## **III. Using Your Checking or Savings Account**

### **A. Adding Money to Your Account**

#### **1. Direct deposits; notice of electronic deposits**

When we receive an electronic deposit to your account, the only notice you will receive from us is on your next statement. You may visit chase.com or Chase Mobile® and use Account Alerts, or call us to confirm that we have received a deposit.

If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating.

#### **2. Endorsements**

An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited doesn't have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement "without recourse."

#### **3. Endorsement requirements**

To help ensure that checks you deposit or cash will be processed timely, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back. Payee or customer information must not be on any other part of the back of the check.

If you don't endorse your check properly and it causes us a loss, cost or expense, you have to pay that amount to us.

#### **4. Our right to refuse deposits**

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a "collection basis," which means we will not add funds to your balance until we have actually been paid for the check.

#### **5. Our right to charge back deposited or cashed items**

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance in other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them. If a deposited or cashed item is returned, we will charge you a Deposited Item Returned Fee or a Cashed Check Returned Fee. Refer to the Fee Schedule for specific fee information.

#### **6. Deposit records and receipts**

We may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name.

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If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip.

If we give you a receipt for a CD that you decide not to open or we give you a receipt for a deposit that you then cancel, the receipt is void and you may not claim those funds.

## **7. Night depository and large cash deposits**

Any of our employees may open and count any deposit that a branch banker didn't count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited.

If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

## **8. Our responsibility for collecting deposits**

If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

If we lose a check, you agree to use reasonable efforts to help us locate or replace it.

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed or otherwise improper.

## **9. Depositing remotely created checks**

A remotely created check is created by the payee and not signed by the account owner. It states that the account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account owner for payment in the amount it shows.

## **B. Posting Order and Processing**

### **1. Posting order**

Posting order is the order in which we apply deposits and withdrawals to your account. We provide you with visibility into how transactions are posted and in what order to help you better manage your account.

When we transition from one business day to the next business day we post transactions to and from your account during our nightly processing. The order in which we generally post items during nightly processing for each business day is:

- First, we add deposits to your account.
- Second, we subtract debit card transactions, automatic payments, online banking transactions, ATM withdrawals, teller cash withdrawals, checks you wrote or authorized that are either cashed or deposited by a Chase branch banker, and wire transfers in chronological order by using the date and time of when the transaction was shown as pending. If we do not have date and time information for a particular transaction, then it is posted as if it was made at the end of the day. Multiple transactions without a date and time are posted in high to low order.
- Third, we subtract all other items, including automatic payments, checks you wrote or authorized, and recurring debit card transactions starting with those having the highest dollar amount and moving to the lowest. We reserve the right to use a different order in certain states, such as Nevada.
- Finally, fees are assessed last.

During the day, if you review your account, you will see that we show some transactions as "pending." These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your account during nightly processing.

### **2. "Pending" transactions**

Throughout the day we will post both debits and credits to your account that may appear as "pending" when we become aware of the transaction. The following types of debit transactions may appear as "pending" and reduce your available balance by the amount of the transaction:

- ATM and Teller Withdrawals, Transfers and Payments
- Automatic Payments
- Chase.com or Chase Mobile Online Transactions
- Checks Drawn on Your Account
- Debit Card Transactions
- Wire Transfers

**ATM and Teller Withdrawals, Transfers and Payments:** For payments or cash withdrawals, we will apply the transactions and update your available balance as soon as the transaction is complete.

**Automatic Payments (ACH transactions):** We will generally apply transactions against your available balance as pending at the start of the business day of the effective date of the payment. These transactions will be applied in the order we receive them. If you initiate ACH transactions on the same day as the effective date, we will apply them in the order we receive them from the merchant.

**Chase.com or Chase Mobile Online Transactions:** For any payment or transfer, once you approve the transaction, we'll apply it to your account. For recurring or future dated payments, it is applied on the effective "send on" date.

**Checks Drawn on Your Account:** When cashed or deposited at a Chase ATM, branch, or online will be pending on your account at the time the item was cashed or deposited. Checks that are deposited at other banks will show as pending throughout the day as the other banks submit the item to us for payment. If the amount of the check identified in the notice exceeds your balance at the time we receive the notice, we may notify the other bank of that fact.

**Debit Card Transactions:** For more information on debit card transactions refer to the section *Important Information and Agreements About Your Card*.

**Wire Transfers:** Once we've begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your account and update your available balance on the transfer's effective date.

While we make every effort to place these transactions in a pending status on your account during the day, we may be delayed or unable to display transactions as pending before they are posted to your account. How these items are posted when they are completed and no longer display as pending is based on the posting order. Fees are applied against the account based on how items are posted. For details, refer to the section *Posting Order and Processing*.

## C. Overdrafts, Fees and Overdraft Protection

### 1. Paying items presented against insufficient funds

We may pay or decline to pay any item when it is presented if your available balance is less than the amount of that item plus all other items received but not yet paid. We will decline any requested ATM withdrawal unless your available balance at the time is equal to or more than the amount of the requested withdrawal. We look at your available balance only once when the item is presented to us to decide if you have enough funds to pay the item.

Even if we've paid overdraft items before, we are not required to do it in the future. Special rules for everyday debit card transactions, overdraft and fees for these transactions, are described in the *Electronic Funds Transfer Service Terms*. Withdrawals and debits at ATMs or with merchants may be subject to additional limitation described in the Additional Banking Services and Fees.

### 2. Your responsibility to repay overdrafts

You must immediately pay the amount of any overdraft along with any fees that apply. If you don't, you may be charged additional fees or interest during nightly processing. We also may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your account (including but not limited to a direct deposit of Social Security or any other state or federal benefit payment) to pay any overdraft and resulting fees in that account. The repayment of any overdraft or resulting fee from any other account is outlined in the section *Setoff and Security Interest*. For deposits you have authorized, you understand and agree that if you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits.

You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off. It's your responsibility to avoid overdrawing your account.

### 3. Insufficient Funds and Returned Item fees

We will charge a fee during nightly processing for any item presented on a business day when your account is overdrawn, whether or not we pay the item. If we pay it, we will charge an Insufficient Funds Fee. If we return it, we will charge a Returned Item Fee (even if we later decide to pay that item after we had initially decided to return it). Special rules for everyday debit card transactions are described in the *Electronic Funds Transfer Service Terms*.

Refer to your product information and Fee Schedule for information about what fees apply and how fees are calculated for your account. We may limit the number of Returned Item and Insufficient Funds fees we charge for a business day. For business accounts, we may charge interest on any amount you are overdrawn that you haven't repaid promptly.

### 4. Overdraft Protection

Overdraft Protection allows you to link one of your accounts as your backup account to your checking account to help pay an overdraft. If your checking account does not have enough money, we will use the available funds from your backup account to authorize or pay transactions.

**Establishing or Canceling Overdraft Protection:** Any owner of both a qualifying checking account and the backup account may enroll in Overdraft Protection without the consent of other owners and both accounts must share at least one owner to maintain Overdraft Protection. Any owner of the checking account or the backup account may cancel Overdraft Protection (by terminating the service or closing the account) without the consent of other owners. A backup account can provide Overdraft Protection for more than one checking account, but a checking account can have only one backup account. A personal checking account may be linked to a Chase personal savings account; and a business checking account may be linked to a Chase business savings account or a business line of credit in good standing. We may cancel your Overdraft Protection service at any time. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

**Transfers:** We will make one Overdraft Protection transfer per business day that will appear on your statement for both accounts. If you have enough available funds in your backup account, we will automatically transfer enough to bring your checking account balance to zero. If you do not have enough available funds in your backup account to bring your checking account balance to zero, but you have enough available funds to pay one or more transactions and/or your previous day's negative balance, we will transfer that amount. If the amount transferred does not bring your checking account balance to zero, your checking account will become overdrawn and you may be charged Insufficient Funds or Returned Item fees. If we authorize your transaction, we will leave the funds in your backup account until we pay the transaction, which may take several days. However, if you use those funds before the transaction is paid there will not be available funds to make the transfer and your checking account may become overdrawn and charged an Insufficient Funds Fee. The available balance for a savings account is determined at the time that we authorize a transaction or at the end of business day processing. The available balance for a business line of credit is determined at the end of the previous business day processing. We are not required to notify you if funds from the backup account cannot be transferred for Overdraft Protection (for example if the account is dormant, purged, restricted or not in good standing). Refer to the section *Restricting Your Account; Blocking or Delaying Transactions* for additional information.

Overdraft Protection transfers may result in Savings Withdrawal Limit Fees. See the *Savings Withdrawal Limit Fee* section for more information.

## D. Electronic Funds Transfer Service Terms; Payments, Deposits and Transfers You Make or Receive by Electronic Methods

We provide a variety of electronic funds transfer (EFT) services for deposit accounts. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your card, telephone, or chase.com.

**1. Types of EFT services****a. Debit and ATM cards**

As a condition of opening certain accounts, you agree that we may automatically issue you a Chase debit or ATM card. However, activating your card is not required to keep your account open. We may deactivate any temporary ATM card when you activate your debit card.

You can use your card as follows:

**At ATMs to:**

- Withdraw cash;
- Transfer money;
- Check your balances;
- Deposit cash or checks;\*
- Make payments to qualifying Chase credit cards and loans;\*
- Obtain a copy of recent account activity.\*

Services marked with an asterisk (\*) are available only at Chase ATMs, and all services may not be available at all Chase ATMs.

When you use a Chase ATM, you will have access to all of your personal checking, savings and credit card accounts, regardless of whether the accounts are linked to your card. When linking multiple accounts to your card, one checking account and one savings account will be designated as primary. We also offer cards with limited functions for your deposit accounts, such as deposit-only business cards and prepaid cards that can be linked to a checking or savings account. Subject to the limited functions provided for each card, limited-function cards are also considered “cards” under this agreement.

You can use a non-Chase ATM only if it is in a participating network. Your primary checking and savings accounts will be accessible on that network, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is usually accessible. We may charge a Non-Chase ATM Fee, and the ATM owner/network may also charge a fee. Any of these fees may be charged for any activity, including withdrawals, balance inquiries and transfers. We generally waive the Non-Chase ATM Fee for a balance inquiry or transfer if it is made in connection with a withdrawal at the same non-Chase ATM at the same time with the same card. On some accounts, we will refund ATM fees charged by the ATM owner/network; however, some ATM owners/networks do not identify these fees in the information they send to us and, as a result, we may not automatically refund the fee. If for any reason the refund is not processed, please contact us. If you choose to convert an international transaction to U.S. dollars at either an ATM or on a purchase, foreign currency commissions and fees included in the exchange rate charged by third parties are excluded from Chase reimbursements.

**You can use your debit card (but not your ATM card):****At participating merchants to:**

- Purchase goods and services. Purchases are subtracted from your primary checking account. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed or your debit card is closed. We may also provide the merchant or the participating network your new account number and expiration date.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person, or receive payments from a business by providing your card number to third-party payment services.

**At participating financial institutions to:**

- Withdraw funds at a teller. Withdrawals are subtracted from your primary checking account. You will be charged a Non-ATM Cash Fee.

**b. Electronic transfers using your account number**

You may authorize a third party to transfer funds to or from your account by providing your account number and your routing number. These transfers may use various payment networks and may take various forms, such as:

- Employer payroll, government benefits or other direct deposits;
- One-time or recurring charges to your account to a utility payment or to pay other bills; or
- A “check conversion” transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

**c. Online banking and Chase Mobile**

You may use chase.com or Chase Mobile to view your account information, make deposits (Chase Mobile only), transfer funds between your Chase accounts, pay qualifying Chase loans or credit cards, or make payments from your account to third parties. Enroll for these services on chase.com or by downloading the Chase Mobile app for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

**d. Telephone banking**

You may use our automated customer service system or speak to us to get your account information, transfer funds between your accounts with us, or pay qualifying Chase loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use the automated system. Business account owners may also use a valid Taxpayer Identification Number (TIN).

**e. Transfers for Overdraft Protection**

Transfers to and from your accounts for Overdraft Protection are also EFTs and subject to these terms.

## 2. Important information and agreements about your card

### a. Authorizations and holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your available balance, generally for three business days, for the amount of the authorization. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

For some types of purchases we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your available balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

### b. Overdrafts with your card

For personal accounts, unless you have notified us that you DO want us to pay debit card overdrafts at our discretion, we generally won't authorize an everyday debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee. For business accounts, if you have notified us NOT to pay overdrafts we generally won't authorize a debit card transaction if your available balance isn't enough to pay that transaction, and we will not charge an Insufficient Funds Fee.

When we give authorization to a merchant for your purchase, your available balance will decrease. But the authorization will not prevent certain items, such as ACH transactions and checks, from posting to your account, which can leave your account without enough funds. To avoid Insufficient Fund and Returned Item fees, be sure to keep enough funds in your account to avoid overdrawing your account, including enough funds for previously authorized debit card transactions not yet posted to your account.

We rely on transaction coding sent to us by the merchant or other third party to determine whether the transaction is everyday or recurring, which affects whether or not we would authorize these transactions at our discretion and whether we can assess you Insufficient Funds Fees. If any other transaction overdraws your account, we will assess fees described in the sections *Overdrafts*, *Fees and Overdraft Protection*, *Posting Order and Processing*, and the Fee Schedule.

### c. Canceling your card

We may cancel your card at any time without notice. You may cancel your card by calling us. If you do, please destroy it.

### d. Our right to refuse transactions

We can refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If you lock your card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. Any card we issue to you will be unlocked when you activate it.

### e. Foreign exchange transactions

The exchange rate applied to card transactions that occur in a different currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your card. When the card transaction is posted to your account, we will charge a Foreign Exchange Rate Adjustment Fee on the card transaction amount after conversion to U.S. dollars.

The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

### f. Debit or credit prompts at terminals

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your primary checking account.

- If you select Debit, you must also enter your PIN.
- If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

### g. ATM safety and safeguarding your account information

**Be safe at ATMs.** Some ATM locations are recorded by a surveillance camera or cameras. We advise you to be aware of your surroundings before, during and after any ATM use. Here are some additional tips:

- Choose an ATM that is well lit.
- Don't use an ATM that looks unusual or altered.
- During the hours of darkness, consider having someone accompany you to the ATM.
- If you suspect the ATM isn't working properly or if you notice anything suspicious, cancel the transaction and find another machine.
- When using a Chase ATM with a separate entry door, you should close the door completely upon entering and should not permit entrance to any unknown person after regular banking hours.
- If you need emergency assistance as a result of criminal activity or medical emergency, contact 911.
- At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your card from the ATM, and then put away your money, receipt, and card.



- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a heavily populated, well lighted area, and immediately contact the police.
- Complaints concerning security at New York Chase ATMs should be reported to the Chase Security Department at 1-800-900-0001 or the New York State Department of Financial Services at 1-888-697-2861.

**Keep your PIN confidential.** Never give your PIN to anyone, and don't write it down. In addition, to keep your card information safe:

- Use a PIN that others can't easily figure out.
- To change your PIN (or if you forget your PIN), request a new PIN at chase.com, call us or visit any Chase branch.

**Protect your debit card or ATM card as you would a credit card or cash.**

**Notify us immediately if your card is lost or stolen**, or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

### 3. Daily dollar limits on ATM withdrawals and card purchases

To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. Your limits are contained in the product information you received when you opened your account.

However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we'll notify you if we do).

Your card will be restricted if we consider your account to be inactive or dormant.

### 4. Receipts and statements

You can receive or have the option to receive a receipt at ATMs, from a banker at a branch, online through chase.com, and at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

See *Statements and notices* for information about periodic statements.

To confirm that you have received a direct deposit, review your balance and recent transactions through chase.com, Chase Mobile, at an ATM, or call us.

### 5. In case of errors or questions about your electronic funds transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it, see the *How to Contact Us* section.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If your first account deposit is less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If your first account deposit is less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**For business accounts**, our practice is to follow the procedures described above, but we are not legally required to do so. For example, we are not required to give provisional credit, or to finalize the claim during the periods stated above. We require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized.

### 6. Our liability for failure to complete transactions

If we do not complete a transaction from your personal account on time or in the correct amount, we will be liable for your losses or damages. However, we are not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond our control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this agreement or as provided by law. We are not liable for failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

### 7. Preauthorized (recurring) transfers and stop payments

You may use your account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop some payments before the scheduled payment date in the following ways:

1. If you provided your card number for the recurring transfer, you must contact us by telephone or at the branch and give us the exact card number. We will close the card and you can replace it with a new card and card number upon request.
2. If you provided your account number and routing number for ACH direct debits to your account (both recurring and one-time payments), you must contact us by telephone or at the branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments from the named payee. We will charge a Stop Payment Fee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

For personal accounts, your ACH stop payment is effective until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer.

For business accounts, your ACH stop payment will either be effective:

- Until we have determined that the ACH transaction is no longer occurring, or for 18 months, whichever is longer, or
  - One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement.
3. If you set up your recurring or one-time bill payments or transfers through chase.com or Chase Mobile, you can use that service to cancel pending and future payments.
  4. If you previously set up recurring account transfers in the branch, you can only cancel those pending and future transfers in the branch.

We will generally process a stop payment request as soon as we receive it. If you place a stop payment three or more business days before the transfer is scheduled, and we still pay, we will be responsible for your losses or damages.

For business accounts, you can enroll in ACH Debit Block on chase.com to block and return ACH debit transactions. The terms of the service are governed by the Fraud Protection Services Agreement.

## 8. Disclosure of account information to third parties

Information about your account or the transactions you made will be disclosed to third parties:

- As necessary to complete transactions;
- In connection with the investigation of any claim you initiate;
- To comply with government agency, arbitration or court orders (including subpoenas);
- With your written permission;
- As permitted by our Privacy Notice.

## 9. Notice of your rights and liabilities

### For personal accounts only:

Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500. If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

### For business accounts only, you agree:

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly in writing if any user of a card is no longer employed by you or authorized to conduct business on your behalf;
- That by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions;
- That all of the provisions of the Deposit Account Agreement, including liability limitations and the requirement that you give us notice of unauthorized items within 30 days, apply to your EFT services.

## Special Provisions for Card Transactions (Zero Liability Protection) for personal and business accounts:

You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the Internet, if you notify us promptly.

However, these special provisions do not apply where you were grossly negligent or fraudulent in the handling of your account or card, where you have given someone else your card, card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days (30 days for business accounts).

## 10. Fees

Fees for all EFT services are disclosed in our Fee Schedule and product information.



**11. Services not covered by this part; separate agreements**

For personal accounts, EFT services described in the *Electronic Funds Transfer Service Terms* do not include wire transfers and any transactions that are not covered by Consumer Financial Protection Bureau Regulation E.

For business accounts, wire transfers and other services not specifically described in the *Electronic Funds Transfer Service Terms* are governed generally by the Deposit Account Agreement or by separate agreements.

We may offer additional EFT services besides those described in the *Electronic Funds Transfer Service Terms* that have separate agreements and disclosures.

**E. Other Ways to Use Your Money****1. When you can withdraw funds you've deposited**

Generally, for checking and savings accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases you may not. Please see the *Funds Availability Policy* for details.

If funds from a deposit become available and you can withdraw them, that does not mean the check or other item you've deposited is authorized, is "good," has "cleared," or has been paid by the paying bank. It's also possible that the check will be returned months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned.

**2. Withdrawals and transfers from your account**

We may subtract from your available balance the amount of any check or other item that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. If check writing is not an available feature of your account, we will not issue you checks, and you are not permitted to write checks drawn on your account. We will not pay checks if you attempt to do so.

**3. Autosave feature**

You can set up automatic transfers from your checking account to your other accounts. Use the Chase Mobile app or chase.com to set up, review, change or cancel your transfers.

We will not be liable to you for our failure to transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any interest, gains or dividends you might have earned or not earned in any account as a result of your use of Autosave.

**4. Transactions in a foreign currency**

Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to your account. You should expect that these rates will be less favorable than rates quoted online or in publications.

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency. We may accept those checks on a collection basis without your specific instruction to do so. We can reverse any amount we've added to your balance and send the check on a collection basis even after we've taken physical possession of the check. Our Funds Availability Policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis. The actual amount you receive for checks payable in a foreign currency will be determined at the exchange rate for such items that's in effect when we're paid for the check. If a check is returned later for any reason, we will subtract the amount of the check and any charges from other banks from your balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

**5. Large cash withdrawals**

We may place reasonable restrictions on when and how you make any large cash withdrawal. We may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

**6. Stop payments on a check**

If you request us to stop payment on a check, we will charge either a Stop Payment Fee or an Online or Automated Phone Stop Payment Fee depending on how you request your stop payment. However, the stop payment will not be effective if we have already certified, paid or otherwise become responsible for the check. For example, we can't stop payment on a check we've already cashed or a deposited check where the funds have already been withdrawn. Refer to the *Electronic Funds Transfer Service Terms* for how to place a stop payment on recurring electronic payments.

You may request a stop payment by calling us, in person, or through chase.com or Chase Mobile. We use automated systems to identify items, so we need specific information to process the request. In order for us to identify the item, you must give us the account number on which the check is drawn and either:

- The exact check number or a range of check numbers,
- The payee name and the exact amount of the check, or
- The payee name and range of amounts of the check.

We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

For personal accounts, your stop payment request lasts for one year even if the check is presented more than once unless you cancel your stop payment request. However, you may place a new stop payment order, which will be effective for one calendar year from the day you place the additional order. An additional fee will be charged.

For business accounts, you may place a stop payment for either:

- One calendar year with automatic renewal annually for up to six additional years. We will list scheduled renewals on your business account statement 60 to 90 days in advance. The stop payment will be renewed, and you will be charged a Stop Payment Automatic Renewal Fee, unless you notify us not to renew by following the instructions in the statement, or
- One calendar year (this option is not available for stop payments initiated on chase.com or Chase Mobile).

Generally, we will complete your request as soon as we receive your instructions.

We may allow you to place a stop payment on a cashier's check, teller's check or certified check if you provide us a sworn statement—in a form we deem acceptable—that the check is lost, stolen or destroyed. Even if we agree to attempt to stop payment on a cashier's check, teller's check (official check) or certified check, if the check is presented for payment, we may pay it and you will be liable to us for that item, unless otherwise required by applicable law. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least 90 days after the original check's issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date.

## 7. Account numbers on funds transfers

If you instruct us to send a funds transfer, such as a wire or ACH transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

## 8. Savings account withdrawals

In this agreement, a savings account means an account, including a money market account (and excluding NOW accounts), for which we reserve the right to require seven days' prior written notice to withdrawal. See the section *Our right to require advance notice of withdrawals*. During any monthly statement period, you may make transfers and withdrawals, regardless of the number of transfers and withdrawals or the way in which transfers and withdrawals are made. If you make more than six withdrawals or transfers per monthly statement period, you will incur a fee, see the *Savings Withdrawal Limit Fee* section.

## 9. Our right to require advance notice of withdrawals

For all savings accounts and all personal interest-bearing checking accounts, we reserve the right to require seven days' prior written notice of withdrawal.

## 10. Check cashing

If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us identification we deem acceptable.

## 11. Incomplete, future-dated, conditional or stale-dated checks

You agree not to write a check that's incomplete, future-dated or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

We may choose to pay or not to pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If we pay it, you will be responsible for the check.

## 12. Multiple signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

## 13. Facsimile signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or provide a signature card authorizing any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

## 14. Review of checks and signatures

Check payment is highly automated, and we pay millions of checks every day. Although we inspect some checks, you agree that reasonable commercial standards don't require us to do so. If we return a check because we believe it doesn't match your signature on file with us, we're not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

## 15. Substitute Checks and Your Rights

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are your rights as a consumer regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, Insufficient Funds Fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if applicable) within 10 business days after we receive your claim and the remainder of your refund (plus interest if applicable) no later than 45 calendar days after we receive your claim. We may reverse the refund (including interest) if we later determine the substitute check was correctly posted.

### **How do you make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered the substitute check or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

### **Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

### **Depositing substitute checks**

You may receive a substitute check, such as when a check you deposited is returned unpaid. If you deposit a substitute check and we suffer a loss, cost or expense as a result, you will have to pay us that amount.

## ***IV. Funds Availability Policy***

### **When Your Deposit Is Received:**

If you make a deposit with a banker at a branch on a business day, we will consider that day to be the day of your deposit. If you make a deposit on a business day before our cutoff time at a Chase ATM, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, or make an ATM deposit after the ATM cutoff time, we will consider the deposit to have been made on the next business day.

- For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.
- For deposits and transfers at most ATMs, the cutoff time is 11 p.m. Eastern Time (8 p.m. Pacific Time). For ATMs with an earlier cutoff, the ATM screen will notify you of the cutoff time.
- Deposits placed in a night depository are considered received when we remove them from the night depository; we will remove deposits no later than the next business day.
- Branches in some locations may be closed on business days in observance of a state holiday or because of an emergency, and deposits made at a night depository when those branches are closed will be considered received on the next business day when the branch is open.
- We will not accept cash deposits by mail. Check deposits made by mail should be addressed to:

National Bank By Mail  
PO Box 6185  
Westerville, OH 43086

All deposits made by mail and addressed to any other Chase facility may be forwarded to the National Bank By Mail facility in Westerville, Ohio, and will be considered received on the date the deposit is received by that facility.

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** Wire transfers, electronic direct deposits and cash deposits will be available on the day we receive your deposit. Except as described later in this policy, when you make other deposits, the funds are available on the first business day after the day we receive your deposit.

In most cases when you deposit checks drawn on a Chase account:

- Deposits made with a banker at a branch will be available on the same day we receive your deposit;
- Some or all deposits made at an ATM will be available on the same day we receive your deposit.

Once funds are available, you may withdraw them or use them to pay checks and other items. For online banking deposits, different terms may apply.

### **For Chase Analysis Business Checking (with or without Interest):**

**Same-day availability:** Wire transfers, electronic direct deposits, and cash deposits made with a banker at a branch or at an ATM will be available on the day we receive your deposit.

**Next business day availability:** Funds from the following deposits are available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you;
- Checks that are drawn on us.
- The following items, if you make the deposit with a banker at a branch:
  - a. State and local government checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - b. Cashier's, certified, and teller's checks that are payable to you, if you use the "Next Day Funds Availability" deposit slip available at any branch upon request;
  - c. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders that are payable to you.

**Second business day availability:** Funds from all other deposits are available no later than the second business day after the day we receive your deposit. Available funds may be withdrawn in cash or used to pay checks and other items.

For online banking deposits, different terms may apply.

### **Longer Delays May Apply:**

**For all accounts other than Chase Analysis Business Checking (with or without Interest):** In some cases, we may not make all of the funds that you deposited by check available by the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225 of these deposits will be available on the first business day after the day of your deposit, unless we delay availability for one of the circumstances listed below. If you will need the funds from a deposit right away, you should ask us when the funds will be available, but further review of the deposit after we receive it may still result in delayed availability.

**For all accounts:** We may delay availability for the full amount of the check, including the first \$225, up to the seventh business day after the day of your deposit under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,525 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.

If your check deposit is made with one of our employees or at an ATM and we decide at that time to delay your ability to withdraw funds, we will tell you then. If we decide to delay availability of your funds after you complete your deposit, we will mail you a deposit hold notice by the business day after we decide to take that action.

### **Special Rules for CDs and Retirement Money Market Accounts:**

Generally, funds you deposit will be available within one business day except when you deposit checks that total more than \$5,525 in a business day. The amount exceeding \$5,525 will be available no later than the seventh business day after the day of your deposit. However, we are not required to let you withdraw principal from a CD before it matures.

### **Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from deposits of the first \$5,525 of a business day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made with a banker at a branch, the first \$5,525 will not be available until the second business day after the day of your deposit; and
- Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

### **Holds on Other Funds:**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available on the day they would have been available if you had deposited the check.

## ***V. Safeguarding Your Information***

### **A. Checks and Other Documents You Use**

We are not responsible for losses or delays that result from improper printing on checks or other account documents that you obtain through someone other than us. We may refuse to accept for deposit or to pay checks that we cannot process or photograph using our customary equipment.

### **B. Protecting Your Checks**

You must protect your checks and other account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things, such as leaving your checks where they can easily be stolen, we are not responsible for any losses that may result.

### **C. Notice of Errors, Forgeries and Unauthorized Signatures**

You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available (for example, paperless statements) if:

- A check that you did not authorize or that is altered is listed on the statement;
- Your account statement contains any errors; or
- You did not receive your scheduled statement.

This 30-day notice requirement does not limit our rights to attempt to collect on unauthorized or altered checks from other banks.

You must notify us in writing of any unauthorized, improper or missing endorsements within six months after the account statement is mailed or made available.

You must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request.

If you do not comply with the requirements above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the check or errors. In addition, if you fail to notify us of any unauthorized check within 30 days (14 days in New York) after we mail, or in any other way make available, a statement that lists an unauthorized check, we are not required to reimburse you for unauthorized checks initiated by the same wrongdoer(s) that we

pay after that time. These requirements do not apply to personal account transactions covered by the *Electronic Funds Transfer Service Terms*. You also have certain rights under federal law for substitute checks; please see *Substitute Checks and Your Rights* for more information.

## VI. Managing and Maintaining Your Account

### A. Interest on Checking and Savings Accounts

When you open a checking or savings account that pays interest, we will provide you a rate sheet stating the current interest rate and Annual Percentage Yield for your account. The rate sheet is considered a part of this agreement.

Your account has a variable interest rate. That means we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue on the business day we receive credit for your deposit. For cash, wire transfers and electronic direct deposits, interest begins to accrue on the business day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance in your account each day, which may be based on your present balance or collected balance as explained in the product information for your account. The collected balance is the balance of all deposits in your account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for checks and similar items). We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

Interest is credited and compounded monthly. However, Retirement Money Market accounts with interest distributions will not compound, and interest will be credited on the distribution date. Unless otherwise stated in your product disclosure, interest is computed on a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

### B. Linking Your Accounts; Statements

#### 1. Linked accounts

You may link your qualifying accounts to your checking account to help you avoid some fees and get relationship rates. An account may be linked to only one checking account.

We may automatically link accounts or we may provide some of the benefits you would be eligible for had you requested your accounts to be linked. If we don't, you may ask us to link your accounts. Your account information may be made available to any other owner on any of the linked accounts. If the checking account to which your other accounts are linked closes for any reason, it is your responsibility to request any remaining eligible accounts to be linked. If we determine your accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

If you choose to link your accounts to other accounts for which you serve as trustee or custodian (fiduciary), your account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary accounts. You should carefully consider this decision and consult with your legal advisor if necessary. Refer to your product information to determine which qualifying accounts are eligible to be linked, any additional requirements and the benefits from linking accounts.

#### 2. Statements and notices

We will make a monthly account statement available for checking and savings accounts during each statement period. The statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

You will receive statements by mail unless you choose paperless statements or if your account has had no activity other than interest we paid. If you receive paper statements, we will mail them through U.S. mail to the current address listed in our records. We may change your mailing address if we receive an address change notice. Checking and savings statements are also generally available through chase.com or Chase Mobile unless the product information indicates otherwise.

We have made the statement available to you on the day we mail your paper statement or notify you that the paperless statement is available, even if your current address or email is invalid.

We may send you other notices related to your account. If you are enrolled in chase.com or Chase Mobile, some notices may only be available electronically. We send some notices only in paper form. You agree that sending the statement or notice to one owner of an account qualifies as sending it to all owners, even if all owners don't have access to the mailing address of record for the account.

#### 3. Combined statements

Checking, savings and CD accounts with at least one common owner may be combined on a single statement, either with or without your request. However, we may send you separate statements at any time for any reason without prior notice. If accounts are included on a combined statement and you don't want that, notify us and we'll separate the statements. That change will affect only future statements.

Linked accounts do not have to be on a combined statement to receive the benefits of linking, and combining accounts on a single statement does not mean that the accounts are linked.

Each owner of each account listed on the statement can request a copy of a statement and will be able to view all account activity for all accounts on that statement through chase.com or Chase Mobile.

#### 4. Options for receiving checks

We offer three choices for how you can view or receive copies of checks you've written or authorized:

- "Check safekeeping" means we keep images of your checks, which are available through chase.com. We do not include your paid checks or images of them with your statement. Some accounts require check safekeeping.
- "Image statement" means you will receive images of the front of your paid checks on your account statement.
- "Check enclosure" means we return legal copies of your paid checks with your account statement. This feature is not offered on all accounts.



If you have multiple personal checking accounts on a single statement and one of them uses check enclosure, all others will use check safekeeping. You agree that when we send a statement we have made the check available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time we determine.

If for any reason we can't provide a copy of your check, you agree that we will not be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks, so we can provide a copy of the image, but not the original check.

### C. Telephone and Electronic Communication

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your mobile number, we have your permission to contact you at that number about all of your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

### D. Other Fees for Your Account

#### 1. Fees

You agree to pay all fees applicable to your account. We provided you a schedule of fees when you opened your account, and we will notify you of any changes. We may subtract these fees from your balance, even if the fee makes your balance negative. Refer to the Fee Schedule for specific fee information.

#### 2. Savings Withdrawal Limit Fee

The Savings Withdrawal Limit Fee is a Chase fee and applies for each withdrawal or transfer out of a Chase savings account over six per monthly statement period. All withdrawals and transfers out of your savings account count toward this fee, including those made at a branch or at an ATM. Refer to your product information for fees that apply for your account.

### E. Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds except as required by law. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) that had been deposited to your account. The right of setoff does not apply if the debt is created under a personal credit card plan. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, and we are obligated to return those funds to the payor, we may reduce your account balance by that amount.

### F. Account Alerts and Text Banking

If you receive or otherwise use Account Alerts or text banking, you agree to the following terms. If you are enrolled with chase.com, the terms of the Online Service Agreement control the terms of these services instead.

- We may use a telephone number, email address or other delivery point we have in our records for you or other contact information that you provide to us for these services so we can send you certain information about your account. You may be automatically enrolled to receive certain Account Alerts via email. To manage your Alerts preferences or cancel Account Alerts, use chase.com or Chase Mobile or call us.
- We will send Account Alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations.
- We do not charge for Account Alerts or text banking, but message and data rates may apply. **To cancel text banking services, send STOP to 24273 at any time.** For help or information on text banking, send HELP to 24273 or contact us at 1-877-242-7372.
- Account Alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Anytime you review your balance, keep in mind it may not reflect all transactions, including recent debit card transactions or checks you have written.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in Account Alerts or information sent through text banking. If we suffer a loss, cost or expense because you provide an incorrect telephone number, email address or other delivery point, or you violate applicable laws, you have to pay that amount to us.

## VII. Maintaining Your Certificate of Deposit (CD) Account

A certificate of deposit, or CD, is a deposit account with us for a specified period of time. This disclosure covers both retirement and non-retirement CD products. By opening your CD, you agree to keep the amount deposited (principal) on deposit.

Here are a few things you should know about CDs:

**Term:** The term is the number of days, months or years you agree to leave your money in the account.

**Maturity date and grace period:** The maturity date is the last day of your CD's term. The grace period is the 10 days after the maturity date for CDs with a term of 14 days or longer. On the maturity date or during the grace period you can change the term of your CD, make additional deposits (for non-retirement CDs only), or withdraw your CD principal without paying an early withdrawal penalty.

**CD ladders:** Chase may offer a CD ladder, which is a group of four CDs opened at the same time for the same amount but with different terms. When each CD matures, its term will change to the longest term of the original group. For example, in a 12-month ladder, we will open four CDs with original terms of 3, 6, 9 and 12 months. When each CD matures, its new term will be 12 months. The result will be four 12-month CDs with a CD maturing every three months.

**Automatically renewable CD:** An automatically renewable CD will renew on the maturity date for the same term unless 1) you have a different renewal term as part of a CD ladder; 2) you change or close the account or 3) we notify you otherwise. Once your CD renews, any reference to the maturity date means the last day of the new term. For the renewal term, your CD will earn interest for the term and amount at the CD standard rate unless you qualify for the CD relationship rate. If your CD is closed during the grace period, it will not earn interest on or after the maturity date.

**Single maturity CD:** A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest on or after that date.

**Interest:** We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your balance. Interest begins to accrue on the business day of your deposit. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The Annual Percentage Yield (APY) disclosed on your deposit receipt or on the maturity notice assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid at least annually.

You may withdraw any paid or credited interest without penalty during your CD's term or at maturity. On the maturity date, interest will become principal of the renewed CD. A withdrawal will reduce earnings.

**Early withdrawal penalties: There is a penalty for withdrawing principal prior to the maturity date.**

**For Personal CDs:**

- If the term of the CD is less than 6 months, the early withdrawal penalty is 90 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the term of the CD is 6 months to less than 24 months, then the early withdrawal penalty is 180 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- For terms 24 months or more, the early withdrawal penalty is 365 days of interest on the amount withdrawn, but not more than the total amount of interest earned during the current term of the CD.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.
- The amount of your penalty will be deducted from principal.

**For Business CDs:**

- If the term of the CD is less than 12 months, the early withdrawal penalty is equal to \$25 plus 1% of the amount withdrawn.
- For terms of 12 months or more, the early withdrawal penalty is equal to \$25 plus 3% of the amount withdrawn.
- If the withdrawal occurs less than seven days after opening the CD or making another withdrawal of principal, the early withdrawal penalty will be calculated as described above, but it cannot be less than seven days' interest.
- The amount of your penalty will be deducted from principal.

**Waiving early withdrawal penalties for Personal CDs:**

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

For non-retirement CDs:

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.

For retirement CDs:

- If the retirement CD owner is withdrawing an excess annual retirement contribution amount and any corresponding earnings.

We will also waive early withdrawal penalties for retirement CDs under the circumstances described below, regardless of when the early withdrawal is made in relation to the CD opening or a previous withdrawal.

- Death or disability of a retirement CD owner;
- A court's determination that a retirement CD owner is incompetent; and
- If the retirement CD owner is age 59½ or older and the funds are taken as an IRS-reportable distribution via cash, check, or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution.

**Waiving early withdrawal penalties for Business CDs owned by a sole proprietorship:**

We will waive early withdrawal penalties under the circumstances described below, unless these withdrawals occur less than seven days after the account was opened or a previous withdrawal was made.

- Death of a CD owner or a grantor of a revocable family/living trust;
- Disability of a CD owner;
- A court's determination that a CD owner is incompetent; and
- Re-titling of a CD to transfer ownership of funds into a living trust without moving funds from the bank and where no change in term or rate occurs.



## VIII. Closing Your Account

Either you or we may close your account (other than a CD) at any time for any reason or no reason without prior notice. We are not required to close your account at your request if you have pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing, we will not pay any additional interest on the account. We may automatically close your account if the balance is \$0 or negative. Either you or we may close your CD account on any maturity date without cause.

We may send you written notice that we have closed or will close your account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor any check drawn on a closed account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse, such as overdrafts.

This agreement continues to apply to your account and issues related to your account even after it closes.

## IX. Other Legal Terms

### A. Rules Governing Your Account

This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located.

Here's how we determine where your account is located:

- If you applied for the account in person at one of our banking offices, then the account is located in the state where you applied.
- If you applied in person for a business account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your account is located in the state where the representative's business office is located.
- If you applied for the account by mail, digitally, or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state, which for joint accounts will be based on the address of the owner whose name was listed first.
- In all other cases your account will be governed by Ohio law.

Business trust accounts for professionals regulated by a state (or a self-regulatory body under a state's laws) are located in the designated state.

### B. General Liability

Any provision of this agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

If this agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this agreement will govern.

### C. Restricting Your Account; Blocking or Delaying Transactions

There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We can assign and transfer your account information and documentation to a replacement account number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Deposit Account Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number.

We will have no liability for any action we take under this section and we may take such action without advanced notice.

**D. Changes to the Agreement**

We may change the terms of this agreement, including fees and features of your account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

For CDs, changes that would adversely affect you will be effective on the next maturity date.

If we transfer your account to a different business unit within the bank, we may give notice in the same manner and provide you a different deposit agreement to govern your account. You agree that notice of these changes may be provided to any joint owner.

We are not required to send you notice of interest rate and Annual Percentage Yield changes for variable rate accounts or notice of changes in printing fees for documents (such as checks).

We may direct you to a branch or chase.com for the content of any changes or the revised agreement unless the law requires a different method. By maintaining your account after the effective date of any change, you agree to the change.

This agreement takes the place of any understandings, agreements, representations, and warranties, both written and oral, made prior to or when you entered into this agreement.

**E. Our Responsibility to Obtain Personal Information**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an account. We require the following information or documents as a condition to your opening an account:

- For a personal account: your name; residential address; date of birth; and Social Security number, driver's license or other identifying documents
- For a business account: your business name, taxpayer identification number and business address; the name, residential address, date of birth and Social Security number of each signer, so we can verify the signer's identity; and documents to verify the business's existence.

Our policies may require additional information about you or any person associated with you or with the account when or after you open the account to assure that we comply with "Know Your Customer" requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our "Know Your Customer" requirements. By opening an account with us, you confirm that neither you nor any beneficial owner of any account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

**F. Prohibited Activities and Tax Reporting**

We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not.

Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your account to send or receive a payment on behalf of anyone who is not a U.S. citizen or resident using The Clearing House Association's Real-Time Payment network.

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your accounts will be disclosed to the relevant tax authorities, if required by law. All information that has been provided is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

**G. Death or Incompetence of Account Owner or Sole Signer**

Tell us immediately if any account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the account.

After we receive notice of death or incompetence of the sole signer on a business organization's account, we may freeze the balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting on or closing the organization's account.

**H. Adverse Claims**

If there are conflicting instructions or there is any dispute regarding your account, we may take any action, including refusing to disburse any funds in the account to any person until all persons claiming an interest consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing. We may also place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

**I. Authorization to Share Information**

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our *Privacy Notice* for your choices about information sharing.

**J. Disputing Information Reported to a Consumer Reporting Agency**

If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address in the *How to Contact Us* section. Provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

**K. Legal Process and Requests for Information**

If we receive any legal process relating to you or your account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. We also may remove your Overdraft Protection if a hold is placed, but you may ask us to relink your accounts after the hold is removed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process.

If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your account, we are authorized to comply with it.

**L. Abandoned Property**

Each state has laws that govern when accounts are considered abandoned and when we are required to send a customer's funds to the state.

**M. English Language — Other Language Preferences**

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this agreement, available in languages other than English. However, many important bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

**N. Referrals**

If you request it, our employees may at times provide contact information about third parties, such as lawyers, accountants, or contractors who offer products or services to the public. Some of these third parties may be our customers. We provide this information only as a courtesy and convenience to you and the third party, but in some cases we may be compensated for a referral. We do not make any warranties or representations about the third parties or their products or services. If you choose to do business with any third party, that decision is yours alone, and we are not responsible for the third party's performance or to help resolve any dispute between you and the third party. Our employees may also receive compensation when you purchase a Chase product based on their referral.

**O. Special Provisions for Pass-Through Accounts**

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Chase fails. That information can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html).

In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

**P. Sub-accounts**

For accounting purposes, all checking accounts consist of two sub-accounts: 1) a transaction sub-account where all deposits, withdrawals and fees are posted, and 2) a savings holding sub-account, where available balances above a certain level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

**Q. Permitted Time for Filing a Lawsuit**

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws.

We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

**R. Location of Legal Proceedings**

If you file any lawsuit or other legal proceeding against us that is connected in any way to your accounts or services, you agree to do so in an appropriate court in the state where your account is located. If we file any lawsuit or legal proceeding that is connected in any way to your accounts or services, you consent to jurisdiction and venue in an appropriate court in the state where your account is located. If either party chooses to have disputes resolved by arbitration, the section *Arbitration; Resolving Disputes* governs the process and location of the arbitration proceedings.

**S. Pre-judgment Interest Rate**

If either you or we are awarded a judgment against the other in connection with your account, the rate of interest earned before judgment on the judgment amount will be the rate of interest the account earned during that period unless state law requires a different rate. If the account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

**T. Assignment of Agreement and Successors**

This agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

**U. No Waiver**

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

**X. Arbitration; Resolving Disputes**

You and we agree that upon the election of either of us, any dispute relating in any way to your account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

**What claims or disputes are subject to arbitration?**

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

**Can I (customer) cancel or opt out of this agreement to arbitrate?**

You have the right to opt out of this agreement to arbitrate if you tell us within 60 days of opening your account. If you want to opt out, call us at 1-800-935-9935 or see a banker. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**What about class actions or representative actions?**

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a Claim, then this agreement to arbitrate will be inapplicable to that Claim, and the Claim will instead be handled through litigation in court rather than by arbitration. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

### **Does arbitration apply to Claims involving third parties?**

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, “you” includes any person who is listed on your account, and “we” includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then “we” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

### **How does arbitration work?**

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the Claim in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator’s authority is limited to the Claims between you and us.

### **Is the arbitrator’s decision final? Is there an appeal process?**

The arbitrator’s decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

### **Who will pay for costs?**

We will pay any costs that are required to be paid by us under the arbitration administrator’s rules of procedure. Even if not otherwise required, we will reimburse you up to \$500 for any initial arbitration filing fees you have paid. We will also pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you win the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. All other fees will be allocated according to the arbitration administrator’s rules and applicable law. If you consider that you are unable to afford any fees that would be yours to pay, you may request that we pay or reimburse them, and we will consider your request in good faith.

### **How do I (customer) file an arbitration claim?**

Rules and forms may be obtained from, and Claims may be filed with, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.



## Privacy Notice



Rev. April 2020

FACTS	WHAT DOES CHASE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and transaction history</li> <li>■ credit history and payment history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chase chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chase share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call 1-888-868-8618 - our menu will prompt you through your choice(s). We accept operator relay calls.</li> <li>■ Chase Sapphire® customers please call 1-800-493-3319.</li> <li>■ <b>Visit us online:</b> <a href="https://chase.com/privacypreferences">chase.com/privacypreferences</a>.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	<ul style="list-style-type: none"> <li>■ Call 1-888-868-8618 - our menu will prompt you through your choice(s). We accept operator relay calls.</li> <li>■ Chase Sapphire® customers please call 1-800-493-3319.</li> </ul>
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## Page 2

**Who we are**

<b>Who is providing this notice?</b>	The JPMorgan Chase & Co. family of companies. A partial list of its U.S. consumer financial companies is located at the end of this document.
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**What we do**

<b>How does Chase protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We authorize our employees to get your information only when they need it to do their work, and we require companies that work for us to protect your information.
<b>How does Chase collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or make deposits or withdrawals from your account</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a Chase or J.P. Morgan name and financial companies such as J.P. Morgan Securities LLC</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies such as retailers, auto dealers, auto makers and membership clubs</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include categories of companies such as insurance companies</i></li> </ul>

**Other important information****State laws:**

VT: Accounts with a Vermont mailing address are automatically treated as if they have limited the sharing as described on page 1. For joint marketing, we will only disclose your name, contact information and information about your transactions.

NV: We are providing you this notice pursuant to Nevada law. If you prefer not to receive marketing calls from us, you may be placed on our Internal Do Not Call List by calling 1-800-945-9470, Chase Sapphire® customers please call 1-800-493-3319, or by writing to us at P.O. Box 734007, Dallas, TX 75373-4007.

For more information, contact us at the address above, or email Privacy.Info@JPMChase.com, with "Nevada Annual Notice" in the subject line. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email BCPINFO@ag.state.nv.us

CA: Accounts with a California mailing address are automatically treated as if they have limited the sharing with nonaffiliates as described on page 1. CA residents are provided a CA notice for additional choices.

**Who is providing this notice?**

JPMorgan Chase Bank, N.A.

Chase Insurance Agency, Inc.

J.P. Morgan Securities LLC

Separate policies may apply to customers of certain businesses, such as J.P. Morgan Private Bank.



# **Exhibit 4**

## **Declaration of**

### **William A. Garrett**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI, LLC,	)	
	)	Case No.: 1:20-cv-4428
Plaintiff,	)	
	)	Honorable Joan B. Gottschall
v.	)	
	)	
JPMORGAN CHASE BANK, N.A.	)	
	)	
	)	
Defendant.	)	

**DECLARATION OF WILLIAM A. GARRETT**

I, William A. Garrett, declare as follows:

1. I am an Executive Director and Assistant General Counsel for JPMorgan Chase Bank, N.A. (“Chase”). In my capacity as Executive Director and Assistant General Counsel, I have access to information in the normal course of business regarding certain of Chase’s banking operations and practices, including its record of account holders who have elected to opt-out of arbitration. I also have access through Chase’s system to information and documents relating to Chase deposit account holders, including Plaintiff Ajira Ai LLC (“Ajira Ai”). Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of Chase business records maintained by Chase in the ordinary course of business, and my knowledge as an Executive Director with Chase. If called to testify, I could competently testify as to the facts set forth herein.

2. Chase’s Deposit Account Agreement (“DAA”) permits customers to opt-out of arbitration either by calling a toll-free number or by contacting a Chase banker, as set forth in the DAA.

3. Chase tracks these opt-out requests from account holders in its records. Chase's records do not reflect any opt-out request from Ajira Ai.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 2, 2020.



William A. Garrett  
Executive Director and Assistant General Counsel  
JPMorgan Chase Bank, N.A.

# **Exhibit 5**

## **Declaration of Nicholas Sergi**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AJIRA AI, LLC,	)	
	)	
Plaintiff,	)	
	)	Case No.: 1:20-cv-4428
v.	)	
	)	Honorable Joan B. Gottschall
JPMORGAN CHASE BANK, N.A.	)	
	)	
	)	
Defendant.	)	

**DECLARATION OF NICHOLAS SERGI**

I, Nicholas Sergi, declare as follows:

1. I am an Executive Director, Digital Services Operations, at JPMorgan Chase Bank, N.A. (“Chase”). In my position as Executive Director, I am responsible for providing oversight and direction for operational support processes and functions for Chase’s online offerings. I am familiar with the process by which customers enroll online for banking services and the data maintained by Chase in the ordinary course of business with respect to both the enrollment process and online activities in relation to deposit accounts. I also have access through Chase’s system to information and documents relating to Chase deposit account customers, including Plaintiff Ajira Ai, LLC (“Ajira Ai”). Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of Chase business records maintained by Chase in the ordinary course of business, and my knowledge as an Executive Director, Digital Services Operations with Chase. If called to testify at the trial of this matter, I could competently testify to the facts set forth herein.

2. I have reviewed business records regarding the enrollment of Ajira Ai in online banking services at Chase relating to its accounts, as well as Ajira Ai’s acceptance of certain

contracts with Chase relating to its accounts through the Chase.com User ID associated with the signer on its account.

3. I understand that Sandeep S. Mehta is a signer on Ajira Ai's accounts ending in 2882 and 2908. On June 30, 2017, the Chase.com User ID for Sandeep S. Mehta, which is affiliated with Ajira Ai's accounts, was used to agree to Chase's Online Services Agreement. During the enrollment process, the Chase.com User ID for Sandeep S. Mehta was required to and did affirmatively click boxes acknowledging that the user had read and accepted the Online Services Agreement. A true and correct copy of the Online Services Agreement in effect on June 30, 2017 is attached hereto as **Exhibit A**.

4. I understand that Ash K. Perti is also a signer on Ajira Ai's accounts ending in 2882 and 2908. On July 2, 2017, the Chase.com User ID for Ash K. Perti, which is affiliated with Ajira Ai's accounts, was used to agree to Chase's Online Services Agreement. During the enrollment process, the Chase.com User ID for Ash K. Perti was required to and did affirmatively click boxes acknowledging that the user had read and accepted the Online Services Agreement. A true and correct copy of the Online Services Agreement in effect on July 2, 2017 is attached hereto as **Exhibit A**.

5. Chase updates the Online Services Agreement from time to time. When Chase provides notice of updates to customers such as Ajira Ai, it does so as set forth in the Online Services Agreement.


6. A true and correct copy of the Online Services Agreement in effect on July 29, 2020, is attached hereto as **Exhibit B**.

7. A true and correct copy of the Online Services Agreement currently in effect is attached hereto as **Exhibit C**.

8. Each of Exhibit A, B, and C is a business record made in the ordinary course of business at Chase.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 5, 2020.

A handwritten signature in dark ink, appearing to read "Nick V. Sergi", written over a horizontal line.

Nicholas Sergi  
Executive Director, Digital Services Operations  
JPMorgan Chase Bank, N.A.



# **Exhibit A**

**To the Declaration of  
Nicholas Sergi**

 [Print this agreement](#)

[Email the Agreement](#)

Last updated 05/21/2017

# Online Service Agreement

Please read the Online Service Agreement. It contains the basic terms and conditions for customers that use Online or Mobile services. By tapping "I Consent" you acknowledge that you have read and agree to the terms and conditions of the agreement. You can see this document in the Legal Agreements section of our app.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements & disclosures tab within the website. To print the Online Service Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

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## 1. General Terms Applicable To All Users

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Chase Online<sup>SM</sup>, Chase Mobile®, Chase Pay Mobile®, Chase Online for Business Banking, and J.P. Morgan Online and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") (collectively, the "Online Service"). As used herein, the terms "Bank", "Chase", "us," "we," or "our" means JPMorgan

Chase Bank, National Association, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all products and services are offered at all locations. By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

**NOTE:** If you are a Chase prepaid account holder, some products and services may not be available to you via the Online Service.

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## 2. Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software in object code. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

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### **3. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

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### **4. Passwords**

We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-242-7372, (J.P. Morgan Online clients only, call 866-265-1727 or 302-634-5115 for international clients).

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### **5. Notices**



You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

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## 6. New Features

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

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## 7. Online Service Fees

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

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## 8. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY

INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

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## **9. Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

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## **10. Termination; Availability**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

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## **11. Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

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## 12. Binding Arbitration

**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.**

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with JAMS (800.352.5267 or jamsadr.com) or the American Arbitration Association, (800-778-7879 or www.adr.org). Arbitration hearings shall be held at a place within the federal judicial district that includes your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

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## 13. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this

Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

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## **14. Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. As part of the Online Service, you agree we may send you emails regarding benefits and features that you have a right to receive in connection with the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may contact you at any telephone number or email address you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

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## **15. Special Provision for Business Customers**

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned.

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## **16. Site Links**

The Sites may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

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## **17. Choice of Law/Successors; Waiver; Severability**

This Agreement and its enforcement shall be governed by the laws of the State of New York, without regard to any choice of law provision, except for section 5-1401 of the New York General Obligations Law, which does apply, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

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## **18. Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

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## **19. Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile device or via the Chase Mobile App, JPMorgan Mobile app or Chase Pay Mobile app ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims,

losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

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## **20. Identity and Location Verification**

You authorize us to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include, among others, name, billing address, email, and phone number.

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## **21. Alerts and Mobile Text Services**

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance.



Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. **To cancel the Text Services, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746).** For help or information on the Text Services, send HELP to 24273 (J.P. Morgan Online clients only, send HELP to 576746). For additional assistance with the Alerts and Text Services, contact customer service at 1-877-242-7372.

Your enrollment may also provide you with access to a feature of the Online Service which will allow you to received alerts via e-mail for events related to markets and securities, such as the price of a specified security reaching a particular threshold ("Market Alerts"). Market Alerts are provided as an accommodation to you. You should not rely on Market Alerts, or the absence of a Market Alerts, for any purpose, including without limitation, as the basis for any trade or other action in regard to any investment or security. Market Alerts are delayed at least 20 minutes and should not be considered real time information. Market Alerts are provided for informational purposes only and are not offers or solicitations for the purchase or sale of any securities or financial instrument or for the provision of any investment service or advice. Market Alerts are not recommendations by us or any other party, and specifically are not, without limitation: (a) recommendations regarding the purchase or sale of any investment or security; (b) investment advice; (c) a judgment regarding the suitability of any investment or security; or (d) a representation regarding the availability of any investment or security at the price presented or other price.

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## 22. Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

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## 23. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable

account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

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## **24. SPECIAL PROVISIONS FOR J.P. MORGAN ONLINE CLIENTS**

(The provisions in this Section 23 apply only to J.P. Morgan Private Bank and J.P. Morgan Securities LLC clients (collectively, "J.P. Morgan Online Clients") who have brokerage accounts or other accounts that hold securities.) To the extent that the provisions in this Section 23 conflict with other provisions in this Agreement, the provisions in this Section 23 will prevail.

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### **24.1 Risks of Electronic Transactions and Access to Information**

Your ability to access the Online Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Online Service is not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to place your orders, such as calling J.P. Morgan Online Site Support. We will not be liable to you if you are unable to access the Online Service or complete transactions through it.

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### **24.2 Conflicts of Interest**

J.P. Morgan has diverse business dealings with companies and entities that may be issuers of securities described in the Web site. According, J.P. Morgan and its employees may hold a position or act as market maker in the financial instruments of any issuer discussed herein or act as underwriter, placement agent, advisor, or lender to any such agent.

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### **24.3 Information Providers**

- i. The information providers for securities prices and quotations available on the Online Service ("Information Providers") will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties. By your use of the Online Service, you agree to the following conditions:
  - Securities prices and quotations received from such Information Providers ("Market Data") are solely for your individual use, and you will not retransmit or furnish Market Data to any other person or entity.
  - The Market Data is and shall remain the property of the respective Information Providers or of the market on which the reported transaction took place or a reported transaction was entered.
  - The Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
  - At any time, Information Providers may cease disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise therefrom.

These terms and conditions shall remain in effect as long as you have the ability to receive Market Data through the Online Service as contemplated hereunder.

- ii. You agree to use the quotes provided by Information Providers only for your individual use in your business. You will not furnish the quotes to any person or entity other than an officer, partner or employee of your business.
- iii. Some of the financial market information, news and information (collectively, Information) accessible through the Online Service is prepared by Information Providers, who are independent parties. We may not identify information as provided by third parties. Information and JPMS research reports are not intended to provide tax, legal or investment advice. JPMS research is subject to a disclaimer included in all research. Any materials excerpted or summarized from a full research report is subject to the terms of the disclaimer. Neither we nor any Information Provider assesses for you, or any particular investor, the suitability of any particular investment on which you may receive information through the Online Service. We do not assess for you or any particular investor the potential value of any particular investment or the suitability of any Information source. We will treat as unsolicited any security order you place after accessing Information.
- iv. If you are a securities professional, such as an investment advisor, you may occasionally furnish limited amounts of quotes to your clients, but solely in the regular course of your securities business. If you furnish quotes to your clients who are not on your premises, you may do so solely (a) in written advertisements, educational material, sales literature or similar written communications and (b) during telephonic voice communication not entailing the use of computerized voice synthesis or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display, or otherwise use quotes). You shall abide by any additional limitations on use of quotes that we may specify in the future.
- v. Neither the Information nor the research and recommendations available through the Online Service are an offer to buy or sell any security or financial instrument. No services or securities will be offered or sold in any jurisdiction in which such offer or solicitation, purchase or sale would be contrary to applicable local laws or regulations. The Information is for the use of the private client who is the specific signatory to the Agreement and may not be reproduced or distributed in any way without our specific written authorization.

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## 24.4 Portfolio Information

The Online Service may permit you to view account data for your J.P. Morgan account and any other accounts linked to it. By accessing and using the Online Service, you represent on a continuing basis that you are authorized to have viewing access to any account that you access. All account data is provided as a convenience and for your information, but it is not the official record of your account or its activity. Your J.P. Morgan account statement shall remain the official record. The Online Service is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon as justification for taking any action or forbearing to take any action. All account information should be confirmed with J.P. Morgan OnLine Site Support before you take investment action.

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## 24.5 Right to Restrict Access

J.P. Morgan reserves the right to terminate your access to financial market information, news and research (collectively, "Information") and to take any other action J.P. Morgan deems appropriate, at its sole discretion, without limitation for any reason whatsoever, including but not limited to, the unauthorized use of your J.P. Morgan brokerage account number(s), breach of this Agreement, discontinuance of J.P. Morgan's access to any Information or research reports or termination of one or more agreements between J.P. Morgan and the Information Providers.

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## 24.6 Access by your J.P. Morgan Online Team

You acknowledge and agree that any information you enter or provide through the OnLine Service will be accessible by any member of your J.P. Morgan team, including, without limitation, your banker, relationship manager, broker, sales trader, investment manager, wealth advisor and members of the Client Service team. Information which you enter that will be accessed by members of your J.P. Morgan team includes information relating to assets held at other institutions and other personal information.

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## 24.7 Access by your Advisors

- i. If you would like to grant your advisors access to the Online Service, please contact your client service team to make the appropriate arrangements. If you grant access to such specified third parties, they will be able to view all information related to you and your accounts (including family member accounts and other accounts that are linked to your accounts) and assets provided through various designated sections of the Online Service (the "Client Information"), as well as any other information provided by those sections of the Online Service ("Other Information").

**Any authorized third party whom you permit access to the Web site will also be able to print out any Client Information or Other Information.**

- ii. Your Responsibilities

After you have granted your Agent(s) and/or Attorney(s)-in-Fact access to the Online Service by making the necessary arrangements through your client service team, your Agent(s) and/or Attorney(s)-in-Fact will be given a user name and individually selected password, which we will transmit to them. It is your responsibility to ensure that your Agent(s) and/or Attorney(s)-in-Fact will not share their passwords with any person and will take all reasonable precautions to keep the passwords confidential and to prevent unauthorized access. Upon the conclusion of each session your Agent(s) and/or Attorney(s)-in-Fact must log off the Online Service to ensure that no one else can enter your account if they leave their computer unattended. You agree to take full responsibility for the consequences of any unauthorized access, including responsibility for all orders entered through and under each of your Agent's and/or Attorney-in-Fact's passwords. Any orders received by J.P. Morgan will be deemed to have been received by us at the time received and in the form received. You assume full responsibility for the disclosure of any confidential information by your employees, Agent(s), Attorney(s)-in-Fact or other third parties.

- iii. You must notify us or ensure that your Agent(s) and/or Attorney(s)-in-Fact notify us immediately by calling 866-265-1727 (or 302-634-5115) if you are an international client) if you or they become aware of:

- the loss or compromising of any password or other secure access information entrusted to your Agent(s) and/or Attorney(s)-in-Fact
- any unauthorized use of your password(s) assigned to Agent(s) and/or Attorney(s)-in-Fact
- any inaccuracies in your personal or account information

You agree to hold us harmless from any loss or liability resulting from acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting View Only, View and Update and View and Transact privileges on the Online Service to your Agent(s) and/or Attorney(s)-in-Fact.

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## 25. Securities and Investment Advisory Services; JPMorgan Funds

Securities and investment advisory services are offered through J.P. Morgan Securities LLC ("JPMS"), member NYSE/FINRA/SIPC. JPMS is an affiliate of JPMorgan Chase Bank, National Association, and is a member of FINRA and SIPC.

**Securities (including mutual funds) are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by JPMorgan Chase Bank, National Association, or its affiliates. Securities (including mutual funds) involve investment risks, including the possible loss of the principal amount invested.**

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., member FINRA, which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co., including, among others, JPMorgan Chase Bank, National Association receive fees for providing various services to JPMorgan Funds and JPMorgan Distribution Services, Inc. An investment in the JPMorgan Funds Money Market Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although such Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Funds. **For additional information about the JPMorgan Funds, including charges and expenses, call 1-800-480-4111 for a prospectus. Please read the prospectus carefully before investing or sending money.**

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## **26. Additional Terms Applicable to Personal Financial Management Software Users and Use of Other Third Party Software (for Asset Accounts)**

The Personal Financial Management Service ("PFM Service") allows you to use personal financial management software ("PFM Software"), such as Quicken® or QuickBooks®, to access the Online Service to make bill payments and transfers and access account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use the PFM Service. See also the Section on General Terms Applicable to Payments and Transfers for additional terms and conditions that apply to use of the PFM Service to make bill payments and transfers. The terms and conditions contained in this Section are limited to use of the PFM Service, and do not include use of products and services directly accessible through the Online Service without the use of PFM Software. The Online Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any PFM Software that is required for operation of the PFM Service.

Quicken® and QuickBooks® are registered trademarks of Intuit Inc.

### **26.1 The PFM Service**

The PFM Service allows you to make transfers between accounts held by us, to make bill payments and to access account information. To activate the PFM Service you must have a checking, AMA or credit card account with us. Some services and functionality that may be available directly through the Online Service (including, but not limited to, wire transfers; payroll and tax payment services; transfers to or from accounts not held by us) may not be available via your PFM Software.

Information about activity is synchronized between your PFM Software and our website. You may access such information directly through the Online Service, including information about payments and transfers initiated through your PFM Software. Transfer and payment information via your PFM Software may differ from the information that is available directly through the Online Service. Information available directly through the Online Service may not be

available via your PFM Software, may be described using different terminology, or may be more current than the information available via your PFM Software. The method of entering Instructions via your PFM Software may also differ from the method of entering Instructions directly through the Online Service. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

The following Bill Payment or Transfer services or features are not available via PFM Software:

- Transfers to or from Investment Accounts;
- External Transfers; and
- Future Dated and Repeating transfers.

Depending on your PFM Software, you may not be able to enter Repeating payment Instructions via your software.

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## **26.2 PFM Service Fees**

In addition to any other fees set forth in the Agreement, there is a monthly service fee ("PFM Service Fee") for Business customers who subscribe to the PFM Service. The PFM Service Fee is \$9.95 each month. You authorize us to deduct the PFM Service Fee each month, from the eligible business checking account or asset management account you designate as your Primary Account.

The PFM Service Fee is in addition to any regular transaction fees that may be in effect for your account(s). If there are insufficient funds in your Primary Account, you authorize us to charge any other account of yours with us in order to pay such fees and charges.

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## **26.3 Cancellation of Your PFM Service**

You can cancel the PFM Service by calling 1-877-242-7372. When you call us, we may also require you to put your request in writing. You should cancel any Pending payments prior to canceling the PFM Service. When you cancel the PFM Service, you will no longer be able to access any of your PFM Service features via your PFM Software. FEES APPLICABLE TO THE PFM SERVICE WILL CONTINUE TO APPLY UNTIL YOU CANCEL THE PFM SERVICE. You will not receive a refund of any PFM Service Fee if your PFM Service is cancelled

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## **26.4 Use of Other Third Party Software for Asset Accounts**

If you are an asset account holder, you may be given the ability to use third party software (such as Quicken or TurboTax) to access information regarding your accounts and transactions. We are not responsible for the use, interpretation, or presentation of information through such third party software or any data, reports, advice or other information produced by such third party software (including without limitation any data, reports, advice or information created for tax filing purposes) notwithstanding that we may allow or recommend certain third party software to access such information for asset account download purposes.

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## 27. Payments and Transfers

### 27.1 General Terms Applicable Payments and Transfers

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or Chase Loans or Credit Accounts, or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service, you agree to the terms and conditions set forth in the following Sections. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services, the Chase QuickPay<sup>®</sup> Service and Terms for Your Chase Pay<sup>®</sup> Wallet. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts) and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, or other terms and conditions governing your account, mortgage, auto, installment loan, or line of credit agreements. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Agreement and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Payments and Transfers may be made in our sole discretion.

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### A. Definitions

As used in this Agreement, the following terms have the meaning set forth below. If you use the PFM Software, the capitalized terms used in this Section or on our website may not be used by your PFM Software or may not correspond to the terms used by your PFM Software.

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "Chase Loan or Credit Account" means one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee;



- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;
- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means an eligible account from which a transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account established under the Chase Liquid® Card program ("Chase Liquid Card");
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- "Investment Account(s)" means certain non-FDIC insured accounts which are held by J.P. Morgan Securities LLC and not held by JPMorgan Chase Bank, N.A., but which may be viewed via the Online Service;
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;
- "Pay From account" means an eligible deposit or prepaid account, you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your Chase Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- "Repeating " means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount which you can authorize for transmission;

- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

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## B. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages

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## C. Cutoff Times

(i) Cutoff Times to **schedule** Payments and Transfers are as follows in Eastern Standard Time ("ET"):

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Internal Transfers
- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for External Transfers

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase home equity or personal loan or line of credit accounts:

- 11:59 PM ET on any day for payments **from** a Chase checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 PM ET on any Business Day.



- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Transfers **to** or **from** Investment Accounts:

- 4:30 PM ET on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 4:15 PM ET on any Business Day for initiating a Current Day Transfer **from** Investment Accounts

(ii) Cutoff Times to **Cancel** Payments and Transfers are as follows in Eastern Standard Time (“ET”):

Payments **to** a Chase home equity or personal loan or line of credit account:

- 8:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled prior to 8:00 PM ET
- 11:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled after 8:00 PM ET
- 8:00 PM ET on the Payment date for Future Dated payments from a Chase deposit or prepaid account or a non-Chase checking account

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Future Dated Internal Transfers, except as provided below
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

If you wish to Cancel a payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next

Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

Notwithstanding the foregoing, for Investment Accounts, Sections 27.1(B)(iv) and 27.1(C)(iv) also apply.

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## D. Service Fees

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account.

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## E. Repeating Payments and Transfers

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the prior Business Day if the regular Send On date or Transfer date falls on a non-Business Day. Repeating payments and transfers will be deducted from your Pay From account or From Account, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating payment or transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

Some Chase Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from repeating payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for automatic payments to Chase Loan and Credit Accounts will be presented to you at the time you set up the payments.

**For Investment Accounts**, you can establish a repeating **incoming** Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing transfer request, you must contact Investment Services at **1-800-392-5749**.

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## 27.2 Transfers

## A. General Terms Applicable to Transfers

You authorize us to charge your designated From Account for all transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated transfers, if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the two (2) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message to your secure message center on the Online Service advising you of each failed attempt to transfer from your From Account.

**For Investment Accounts**, you can set a future Transfer date even if there are insufficient funds in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

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## B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a Chase Loan or Credit Account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money. Notwithstanding the foregoing, the eligible accounts from which a payment can be made to a Chase Loan or Credit Account do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$100,000 daily; or (B) your available balance, if you are a Premier Platinum, Private Wealth Management, Private Banking or a Business Banking customer.
- ii. Transfers between eligible deposit and prepaid accounts held by us: Current Day transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us or Chase Liquid Cards will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.

- iv. **Transfers to or from Investment Accounts:** Current Day Transfers can be made between eligible deposit or prepaid accounts held by us and an Investment Account. **NOTE: To cancel or modify an existing transfer request, please contact Investment Services at 1-800-392-5749.**

(a) Transfers to Investment Account

When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the next Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the From Account in the amount of the transfer for up to four (4) Business days. **Please note that, with Transfers to Investment Accounts in excess of \$100,000, only the first \$100,000 will be immediately available to trade.**

(b) Transfers from Investment Account

When Instructions are received **at or before** the Cutoff Time, funds in the Investment Account will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading. These Transfers will be posted to, and viewable in, the To Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. When Instructions are received **after** the Cutoff Time, funds in the Investment Account will be reduced by the amount of the transfer on the next Business Day following the day the Instruction was made and be posted to, and viewable in, the To Account as of 5:01 PM ET that day. The funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. For Transfers from Investment Accounts, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading, regardless of whether Instructions are received at or before/after the Cutoff Time.

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## C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

- i. Except for Transfers to or from Investment Accounts, Transfers to or from External Accounts may be made in amounts of up to \$10,000 per transaction or a maximum of \$25,000 per day in the aggregate from all your combined accounts, except as otherwise noted below. If your From Account is a home equity line of credit secured by your Texas homestead, to the extent eligible, each transfer must be a minimum of \$4,000. If you are a Premier Platinum, Chase Private Client, Private Banking, or Business Banking customer, the following transfer limits apply to you in lieu of the foregoing:

Per Transaction	Maximum Daily Limit
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	<b>Limit</b>	<b>(all accounts in the aggregate)</b>
Premier Platinum	\$100,000.00	\$100,000.00
Chase Private Client	\$100,000.00	\$100,000.00
Private Banking	\$100,000.00	\$100,000.00
Business Banking	\$100,000.00	\$100,000.00

- ii. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$100,000 daily; or (B) your available balance, if you are a Premier Platinum, Chase Private Client, Private Banking or a Business Banking customer.
- iii. Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers **to** an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers **from** External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iv. Transfers to or from Investment Accounts

(a) Transfers to Investment Account

When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 pm ET on the next Business Day after the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the second Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the External Account in the amount of the transfer for up to four (4) Business Days.

(b) Transfers from Investment Account

When Instructions are received **at or before** the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 PM ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 PM ET that day. The funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. **Regardless of whether Instructions are received at or before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.**

- v. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

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## 27.3 Payments

### A. General Terms Applicable to Payments

- i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. Please note that if you have Chase Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the two (2) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message to your secure message center on the Online Service advising you of each failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.
- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

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### B. Bill Payments

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (the "Bill Payment"). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2,



2012). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account, with us in order to make bill payments. The eligible accounts from which a Bill Payment can be made do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. Your PFM Software may set different limits but we will not be responsible for payment Instructions that are rejected because they do not meet the limits described in the preceding sentence. To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.
- ii. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Scheduling Payments Through Your PFM Software: When scheduling a payment via your PFM Software, you will enter the Deliver By date. You should enter Instructions for electronic payments at least three Business Days before their desired Deliver By date and Instructions for paper payments or payment Instructions for newly added Payees at least six Business Days before their desired Deliver By date.
- iv. Delivery Method: We remit two types of payments on your behalf to your Payees - electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all

subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

- v. Canceling Bill Payments: You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

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## **C. Payments to Chase Loans or Credit Accounts**

### (i) Payments to Chase Mortgage or Auto Loan or Lease Accounts:

Only Business Days may be chosen as Payment dates for Chase mortgage or auto loan or lease accounts and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

### (ii) Payments to Chase Home Equity or Personal Loan or Line of Credit Accounts:

Same day payments using a Chase deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-Chase checking account and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus any available balance in any associated overdraft protection account) per day.

Note: Payments to Chase credit card accounts have separate payment options and terms that will be displayed at the time Instructions are provided by you.

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## **D. Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on our website but you may choose to bypass the message and schedule the payment. If you submit a duplicate payment to Chase Loan or Credit Account, an error message may be displayed and such duplicate payments may not be permitted. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay and PFM) and the payments will be processed as normal.

For customers making payments via your PFM Software, you may not receive an error message for duplicate payments. Should you decide for any reason to reload your original PFM Software or to change PFM Software at any time after you have begun using the Online Service with your original PFM Software, you **MUST** (1) check to see if any Pending payments which you have ordered to be made remain outstanding, and (2) cancel any Pending payments prior to loading the new software. Failure to cancel Pending payments prior to installing the new software may result in the issuance of duplicate payments. You authorize us to pay any duplicate payments that you have directed. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.**

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## **E. Stale Dated Payments**

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period

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## **F. Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

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# **28. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS**

*A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Except for online transfers covered by this Section 28, concerns about other transactions in your Investment Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement.*

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## **28.1 Your Liability for Unauthorized Transfers or Payments**

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

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## 28.2 Our Liability for Failure to Complete Payments and Transfers

If we do not complete a transfer or payment to or from a consumer deposit or prepaid account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

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## 28.3 Errors and Questions about Payments and Transfers



If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

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## **29. Our Guarantees**

### **29.1 The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from your consumer deposit accounts (i.e., checking or savings) or prepaid accounts with us without your authorization through Payments or Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.")

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### **29.2 The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card**

If we ever cause processing delays of your online or mobile bill payments or online or mobile payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card that result in late fees, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses, which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of User Ids and Passwords
- Your failure to completely log out of the Online Service or logging in to the Online Service and leaving your computer or mobile device unattended
- Your failure to notify us of any suspected unauthorized transaction from your Account, or theft of your ID or Password within the time periods specified in this Agreement and your account agreement. If you suspect any suspicious activity on your account with us, notify us immediately at 1-877-242-7372.
- Your failure to follow the procedures or to otherwise fail to use the Online Service in accordance with the terms of this Agreement.
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.

**As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use Payments and Transfers in accordance with the terms of this Agreement.**

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## **30. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS**

### **30.1 Linking Multiple Accounts – Business and Consumer**

You may use Chase Online for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

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### **30.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only**

You are responsible for all payments and transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize.

NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE,



THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfer. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

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### **30.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only**

For business accounts, our practice is to follow the procedures described in Section 28.3 above, but we are not legally required to do so.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

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Deposit and prepaid accounts are FDIC insured to the fullest extent allowed by law.

JPMorgan Chase Bank, N.A. Equal Opportunity Lender

Investment products and services are offered through J.P. Morgan Securities LLC (JPMS), a member of FINRA and SIPC. JPMS is an affiliate of JPMorgan Chase Bank, N.A. Products not available in all states.

INVESTMENT PRODUCTS ARE:

- NOT INSURED BY FDIC
- NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
- SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

# **Exhibit B**

**To the Declaration of  
Nicholas Sergi**

# **Online Services Agreement For Business Customers with Checking Accounts or Asset Management Account or Home Equity Lines of Credit, with or without other non-checking accounts**

Last updated: 05/17/2020

This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

Please read the Online Service Agreement. It contains the basic terms and conditions for customers that use Online or Mobile services. By tapping "I Consent" you acknowledge that you have read and agree to the terms and conditions of the agreement. You can see this document in the Legal Agreements section of our app.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements & disclosures tab within the website. To print the Online Service Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

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## 1. General Terms Applicable To All Users

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Chase Online<sup>SM</sup>, Chase Mobile<sup>®</sup>, Chase Pay<sup>®</sup>, Chase Online for Business Banking, and J.P. Morgan Online and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") and certain third party digital platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Bank", "Chase", "us," "we," or "our" means JPMorgan Chase Bank, National Association, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all products and services are offered at all locations. By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

**NOTE:** If you are a Chase prepaid account holder, some products and services may not be available to you via the Online Service.

## 2. Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of

the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software in object code. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

### **3. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or



failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Online Service in any manner so as to interfere with the operation of any Chase digital platform.

## **4. Passwords**

We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-242-7372, (J.P. Morgan Online clients only, call 866-265-1727 or 302-634-5115 for international clients).

## **5. Notices**

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

## **6. New Features**

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

## **7. Online Service Fees**

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

## **8. Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND

(EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **9. Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

## **10. Termination; Availability; No Assignment**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater or for reasons involving your use of the Online Service which we may deem to be illegal or potentially brand damaging. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

You may not assign this Agreement.

## **11. Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **12. Binding Arbitration**

**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.**

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with JAMS (800.352.5267 or [jamsadr.com](https://jamsadr.com)) or the American Arbitration Association, (800-778-7879 or [www.adr.org](https://www.adr.org)). Arbitration hearings shall be held at a place within the federal judicial district that includes your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## **13. Privacy**

Your privacy and the security of your information are important to us. Our Online Privacy Policy and, where appropriate, our U.S. Consumer Privacy Notice, as amended from time to time (available online at <https://chase.com>), applies to your use of any of the Services. You agree that we may collect, use and share your personal information in accordance with each of the Online Privacy Policy and the U.S. Consumer Privacy Notice, and to provide the Services you have

requested and to maintain the Services. Our sharing of your information may include providing a merchant, the applicable payment network (such as Visa), a Third Party Wallet provider, and others (such as a payment processing entity or a token service provider) your name, card number, card expiration date, email address, phone number, billing address, and shipping address as required to complete a purchase or transaction including a transaction using Chase Pay, and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your Card transactions, and to improve our ability to offer these services. Once we share your information with a merchant, Third Party Wallet provider, or such other third party, you agree that the merchant or such other third party, and not Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our Online Privacy Policy or Privacy Notice.

## **14. Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

## **15. Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate.

By accessing the Online Service, you agree we may send you emails regarding benefits and features that you have a right to receive in connection with the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may



contact you at any telephone number or email address you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

## **16. Special Provision for Business Customers**

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned.

## **17. Site Links**

The Sites may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

## **18. Choice of Law/Successors; Waiver; Severability**

This Agreement and its enforcement shall be governed by the laws of the State of New York, without regard to any choice of law provision, except for section 5-1401 of the New York General Obligations Law, which does apply, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or



remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

## **19. Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

## **20. Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Chase Mobile App or the JPMorgan Mobile app, ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a

mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

## **21. Identity and Location Verification**

You authorize us to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include, among others, name, billing address, email, and phone number.

## **22. Alerts and Mobile Text Services**

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or

mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. **To cancel the Text Services, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746).** For help or information on the Text Services, send HELP to 24273 (J.P. Morgan Online clients only, send HELP to 576746). For additional assistance with the Alerts and Text Services, contact customer service at 1-877-242-7372.

Your enrollment may also provide you with access to a feature of the Online Service which will allow you to receive alerts via e-mail for events related to markets and securities, such as the price of a specified security reaching a particular threshold ("Market Alerts"). Market Alerts are provided as an accommodation to you. You should not rely on Market Alerts, or the absence of a Market Alerts, for any purpose, including without limitation, as the basis for any trade or other action in regard to any investment or security. Market Alerts are delayed at least 20 minutes and should not be considered real time information. Market Alerts are provided for informational purposes only and are not offers or solicitations for the purchase or sale of any securities or financial instrument or for the provision of any investment service or advice. Market Alerts are not recommendations by us or any other party, and specifically are not, without limitation: (a) recommendations regarding the purchase or sale of any investment or security; (b) investment advice; (c) a judgment regarding the suitability of any investment or security; or (d) a representation regarding the availability of any investment or security at the price presented or other price.

## **23. Authorization for Minors and Children to Access Digital Platforms and Services**

We may allow you to grant your child use or access to certain Digital Platforms and Services that are linked to your profile on the Digital Platforms. If you authorize us to grant your child such use or access, you acknowledge and agree that this Agreement will apply to your child. You further agree and accept full responsibility for your child's use of the Digital Platforms and Services, including any liability that he or she may incur in connection with their use of the Digital Platforms or Services.

## **24. Account Information**

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and

correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## **25. Our Right to Review Funds Processing**

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

## **26. SPECIAL PROVISIONS FOR J.P. MORGAN ONLINE CLIENTS**

**(The provisions in this Section 26 apply only to J.P. Morgan Private Bank and J.P. Morgan Securities LLC clients (collectively, "J.P. Morgan Online Clients") who have brokerage accounts or other accounts that hold securities.) To the extent that the provisions in this Section 26 conflict with other provisions in this Agreement, the provisions in this Section 26 will prevail.**

### **26.1 Risks of Electronic Transactions and Access to Information**

Your ability to access the Online Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Online Service is not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to place your orders, such as calling J.P. Morgan Online Site Support. We will not be liable to you if you are unable to access the Online Service or complete transactions through it.

### **26.2 Conflicts of Interest**

J.P. Morgan has diverse business dealings with companies and entities that may be issuers of securities described in the Web site. According, J.P. Morgan and its employees may hold a position or act as market maker in the financial instruments of any issuer discussed herein or act as underwriter, placement agent, advisor, or lender to any such agent.

### **26.3 Information Providers**

- i. The information providers for securities prices and quotations available on the Online Service ("Information Providers") will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties. By your use of the Online Service, you agree to the following conditions:
  - Securities prices and quotations received from such Information Providers ("Market Data") are solely for your individual use, and you will not retransmit or furnish Market Data to any other person or entity.

- The Market Data is and shall remain the property of the respective Information Providers or of the market on which the reported transaction took place or a reported transaction was entered.
- The Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
- At any time, Information Providers may cease disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise therefrom.

These terms and conditions shall remain in effect as long as you have the ability to receive Market Data through the Online Service as contemplated hereunder.

- ii. You agree to use the quotes provided by Information Providers only for your individual use in your business. You will not furnish the quotes to any person or entity other than an officer, partner or employee of your business.
- iii. Some of the financial market information, news and information (collectively, Information) accessible through the Online Service is prepared by Information Providers, who are independent parties. We may not identify information as provided by third parties. Information and JPMS research reports are not intended to provide tax, legal or investment advice. JPMS research is subject to a disclaimer included in all research. Any materials excerpted or summarized from a full research report is subject to the terms of the disclaimer. Neither we nor any Information Provider assesses for you, or any particular investor, the suitability of any particular investment on which you may receive information through the Online Service. We do not assess for you or any particular investor the potential value of any particular investment or the suitability of any Information source. We will treat as unsolicited any security order you place after accessing Information.
- iv. If you are a securities professional, such as an investment advisor, you may occasionally furnish limited amounts of quotes to your clients, but solely in the regular course of your securities business. If you furnish quotes to your clients who are not on your premises, you may do so solely (a) in written advertisements, educational material, sales literature or similar written communications and (b) during telephonic voice communication not entailing the use of computerized voice synthesis or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display, or otherwise use quotes). You shall abide by any additional limitations on use of quotes that we may specify in the future.
- v. Neither the Information nor the research and recommendations available through the Online Service are an offer to buy or sell any security or financial instrument. No services or securities will be offered or sold in any jurisdiction in which such offer or solicitation, purchase or sale would be contrary to applicable local laws or regulations. The Information is for the use of the private client who is the specific signatory to the Agreement and may not be reproduced or distributed in any way without our specific written authorization.

## 26.4 Portfolio Information

The Online Service may permit you to view account data for your J.P. Morgan account and any other accounts linked to it. By accessing and using the Online Service, you represent on a



continuing basis that you are authorized to have viewing access to any account that you access. All account data is provided as a convenience and for your information, but it is not the official record of your account or its activity. Your J.P. Morgan account statement shall remain the official record. The Online Service is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon as justification for taking any action or forbearing to take any action. All account information should be confirmed with J.P. Morgan OnLine Site Support before you take investment action.

## **26.5 Right to Restrict Access**

J.P. Morgan reserves the right to terminate your access to financial market information, news and research (collectively, "Information") and to take any other action J.P. Morgan deems appropriate, at its sole discretion, without limitation for any reason whatsoever, including but not limited to, the unauthorized use of your J.P. Morgan brokerage account number(s), breach of this Agreement, discontinuance of J.P. Morgan's access to any Information or research reports or termination of one or more agreements between J.P. Morgan and the Information Providers.

## **26.6 Access by your J.P. Morgan Online Team**

You acknowledge and agree that any information you enter or provide through the OnLine Service will be accessible by any member of your J.P. Morgan team, including, without limitation, your banker, relationship manager, broker, sales trader, investment manager, wealth advisor and members of the Client Service team. Information which you enter that will be accessed by members of your J.P. Morgan team includes information relating to assets held at other institutions and other personal information.

## **26.7 Access by your Advisors**

- i. If you would like to grant your advisors access to the Online Service, please contact your client service team to make the appropriate arrangements. If you grant access to such specified third parties, they will be able to view all information related to you and your accounts (including family member accounts and other accounts that are linked to your accounts) and assets provided through various designated sections of the Online Service (the "Client Information"), as well as any other information provided by those sections of the Online Service ("Other Information").

**Any authorized third party whom you permit access to the Web site will also be able to print out any Client Information or Other Information.**

- ii. Your Responsibilities

After you have granted your Agent(s) and/or Attorney(s)-in-Fact access to the Online Service by making the necessary arrangements through your client service team, your Agent(s) and/or Attorney(s)-in-Fact will be given a user name and individually selected password, which we will transmit to them. It is your responsibility to ensure that your Agent(s) and/or Attorney(s)-in-Fact will not share their passwords with any person and will take all reasonable precautions to keep the passwords confidential and to prevent unauthorized



access. Upon the conclusion of each session your Agent(s) and/or Attorney(s)-in-Fact must log off the Online Service to ensure that no one else can enter your account if they leave their computer unattended. You agree to take full responsibility for the consequences of any unauthorized access, including responsibility for all orders entered through and under each of your Agent's and/or Attorney-in-Fact's passwords. Any orders received by J.P. Morgan will be deemed to have been received by us at the time received and in the form received. You assume full responsibility for the disclosure of any confidential information by your employees, Agent(s), Attorney(s)-in-Fact or other third parties.

You must notify us or ensure that your Agent(s) and/or Attorney(s)-in-Fact notify us immediately by calling 866-265-1727 (or 302-634-5115) if you are an international client) if you or they become aware of:

- the loss or compromising of any password or other secure access information entrusted to your Agent(s) and/or Attorney(s)-in-Fact
- any unauthorized use of your password(s) assigned to Agent(s) and/or Attorney(s)-in-Fact
- any inaccuracies in your personal or account information

You agree to hold us harmless from any loss or liability resulting from acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting View Only, View and Update and View and Transact privileges on the Online Service to your Agent(s) and/or Attorney(s)-in-Fact.

## **27. Securities and Investment Advisory Services; JPMorgan Funds**

Securities and investment advisory services are offered through J.P. Morgan Securities LLC ("JPMS"), member NYSE/FINRA/SIPC. JPMS is an affiliate of JPMorgan Chase Bank, National Association, and is a member of FINRA and SIPC.

**Securities (including mutual funds) are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by JPMorgan Chase Bank, National Association, or its affiliates. Securities (including mutual funds) involve investment risks, including the possible loss of the principal amount invested.**

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., member FINRA, which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co., including, among others, JPMorgan Chase Bank, National Association receive fees for providing various services to JPMorgan Funds and JPMorgan Distribution Services, Inc. An investment in the JPMorgan Funds Money Market Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although such Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Funds. **For additional information about the JPMorgan Funds, including charges and expenses, call 1-800-480-4111 for a prospectus. Please read the prospectus carefully before investing or sending money.**

## **28. Additional Terms Applicable to Personal Financial Management Software Users and Use of Other Third Party Software (for Asset Accounts)**

The Personal Financial Management Service ("PFM Service") allows you to use personal financial management software ("PFM Software"), such as Quicken® or QuickBooks®, to access the Online Service to make bill payments and transfers and access account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use the PFM Service. See also the Section on General Terms Applicable to Payments and Transfers for additional terms and conditions that apply to use of the PFM Service to make bill payments and transfers. The terms and conditions contained in this Section are limited to use of the PFM Service, and do not include use of products and services directly accessible through the Online Service without the use of PFM Software. The Online Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any PFM Software that is required for operation of the PFM Service.

Quicken® and QuickBooks® are registered trademarks of Intuit Inc.

### **28.1 The PFM Service**

The PFM Service allows you to make transfers between accounts held by us, to make bill payments and to access account information. To activate the PFM Service you must have a checking, AMA or credit card account with us. Some services and functionality that may be available directly through the Online Service (including, but not limited to, wire transfers; payroll and tax payment services; transfers to or from accounts not held by us) may not be available via your PFM Software.

Information about activity is synchronized between your PFM Software and our website. You may access such information directly through the Online Service, including information about payments and transfers initiated through your PFM Software. Transfer and payment information via your PFM Software may differ from the information that is available directly through the Online Service. Information available directly through the Online Service may not be available via your PFM Software, may be described using different terminology, or may be more current than the information available via your PFM Software. The method of entering Instructions via your PFM Software may also differ from the method of entering Instructions directly through the Online Service. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

The following Bill Payment or Transfer services or features are not available via PFM Software:

- Transfers to or from Investment Accounts;
- External Transfers; and
- Future Dated and Repeating transfers.

Depending on your PFM Software, you may not be able to enter Repeating payment Instructions

via your software.

## **28.2 PFM Service Fees**

In addition to any other fees set forth in the Agreement, there is a monthly service fee ("PFM Service Fee") for Business customers who subscribe to the PFM Service. The PFM Service Fee is \$9.95 each month. You authorize us to deduct the PFM Service Fee each month, from the eligible business checking account or asset management account you designate as your Primary Account.

The PFM Service Fee is in addition to any regular transaction fees that may be in effect for your account(s). If there are insufficient funds in your Primary Account, you authorize us to charge any other account of yours with us in order to pay such fees and charges.

## **28.3 Cancellation of Your PFM Service**

You can cancel the PFM Service by calling 1-877-242-7372. When you call us, we may also require you to put your request in writing. You should cancel any Pending payments prior to canceling the PFM Service. When you cancel the PFM Service, you will no longer be able to access any of your PFM Service features via your PFM Software. FEES APPLICABLE TO THE PFM SERVICE WILL CONTINUE TO APPLY UNTIL YOU CANCEL THE PFM SERVICE. You will not receive a refund of any PFM Service Fee if your PFM Service is cancelled

## **28.4 Use of Other Third Party Software for Asset Accounts**

If you are an asset account holder, you may be given the ability to use third party software (such as Quicken or TurboTax) to access information regarding your accounts and transactions. We are not responsible for the use, interpretation, or presentation of information through such third party software or any data, reports, advice or other information produced by such third party software (including without limitation any data, reports, advice or information created for tax filing purposes) notwithstanding that we may allow or recommend certain third party software to access such information for asset account download purposes.

# **29. Payments and Transfers**

## **29.1 General Terms Applicable Payments and Transfers**

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or Chase Loans or Credit Accounts, or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service, you agree to the terms and conditions set forth in the following Sections. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services, the Chase QuickPay<sup>®</sup> with Zelle<sup>®</sup> Service and Terms for Your Chase Pay<sup>®</sup> Wallet. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts) and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, or other terms and conditions governing your account, mortgage, auto, installment loan, or line of credit agreements. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Agreement and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Payments and Transfers may be made in our sole discretion.

## **A. Definitions**

As used in this Agreement, the following terms have the meaning set forth below. If you use the PFM Software, the capitalized terms used in this Section or on our website may not be used by your PFM Software or may not correspond to the terms used by your PFM Software.

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "Chase Loan or Credit Account" means one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee;
- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled "Cutoff

Times" for additional details;

- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means an eligible account from which a transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account established under the Chase Liquid<sup>®</sup> Card program ("Chase Liquid Card");
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- "Investment Account(s)" means certain non-FDIC insured investment products and services offered by JPMorgan Chase Bank, N.A. and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC;
- "Payee" means the merchant or other person or entity to whom you designate a payment to be directed;

- "Pay From account" means an eligible deposit or prepaid account, you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your Chase Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- "Repeating " means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount (or varying amount, in the case of variable automatic bill payments) which you can authorize for transmission;
- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

## **B. Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages

## **C. Cutoff Times**

(i) Cutoff Times to **schedule** Payments and Transfers are as follows in Eastern Standard Time ("ET"):

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Internal Transfers



- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for External Transfers

Payments **to** Chase commercial term lending mortgage loans:

- 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase home equity or personal loan or line of credit accounts:

- 11:59 PM ET on any day for payments **from** a Chase checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 PM ET on any Business Day.
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Transfers **to** or **from** Investment Accounts:

- 4:30 PM ET on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 4:15 PM ET on any Business Day for initiating a Current Day Transfer **from** Investment Accounts

(ii) Cutoff Times to **Cancel** Payments and Transfers are as follows in Eastern Standard Time ("ET"):

Payments **to** a Chase home equity or personal loan or line of credit account:

- 8:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled prior to 8:00 PM ET
- 11:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled after 8:00 PM ET
- 8:00 PM ET on the Payment date for Future Dated payments from a Chase deposit or prepaid account or a non-Chase checking account

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase commercial term lending mortgage loans:

1. 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
2. 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Future Dated Internal Transfers, except as provided below
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

If you wish to Cancel a payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

Notwithstanding the foregoing, for Investment Accounts, Sections 29.2(B)(iv) and 29.2(C)(iv) also apply.

#### **D. Service Fees**

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account.

## E. Repeating Payments and Transfers

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the prior Business Day if the regular Send On date or Transfer date falls on a non-Business Day. Repeating payments and transfers will be deducted from your Pay From account or From Account, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating payment or transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call. Repeating transfers are not available for Investment transfers.

Some Chase Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from repeating payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for automatic payments to Chase Loan and Credit Accounts will be presented to you at the time you set up the payments.

**For Investment Accounts**, you can establish a repeating **incoming** Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing transfer request, you must contact Investment Services at **1-800-392-5749**.

## 29.2 Transfers

### A. General Terms Applicable to Transfers

You authorize us to charge your designated From Account for all transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected.

In the case of Future Dated transfers (excluding Autosave Transfers), if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message advising you of each failed attempt to transfer from your From Account.

**For Investment Accounts**, you can set a future Transfer date even if there are insufficient funds

in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

## B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a Chase Loan or Credit Account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money. Notwithstanding the foregoing, the eligible accounts from which a payment can be made to a Chase Loan or Credit Account do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- ii. Transfers between eligible deposit and prepaid accounts held by us: Current Day transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the funds will not be available to cover other payments such as paper checks until the next Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.
- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us or Chase Liquid Cards will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investment Accounts: Current Day Transfers can be made between eligible deposit or prepaid accounts held by us and an Investment Account. **NOTE: To cancel or modify an existing transfer request, please contact Investment Services at 1-800-392-5749.**
  - a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available for

trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the next Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the From Account in the amount of the transfer for up to four (4) Business days.

**Please note that, with Transfers to Investment Accounts in excess of \$100,000, only the first \$100,000 will be immediately available to trade.**

- b. Transfers from Investment Account: When Instructions are received **at or before** the Cutoff Time, funds in the Investment Account will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading. These Transfers will be posted to, and viewable in, the To Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. When Instructions are received **after** the Cutoff Time, funds in the Investment Account will be reduced by the amount of the transfer on the next Business Day following the day the Instruction was made and be posted to, and viewable in, the To Account as of 5:01 PM ET that day. The funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. For Transfers from Investment Accounts, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading, regardless of whether Instructions are received at or before/after the Cutoff Time.
- v. Autosave Feature: You can set up automatic transfers from your checking account to your savings account, investment account, or to other types of accounts that we may specify from time to time. Certain Autosave features give us discretion, within limits set by you, to make periodic transfers based on factors such as your account balance and spending patterns, and you agree to regularly monitor such transfers closely and change or cancel them as you determine necessary. Use the Chase Mobile app or [chase.com](https://www.chase.com) to set up, review, change or cancel your transfers. Except as specifically set forth herein or where the law requires a different standard, we are not liable for any errors, losses or damages in connection with any transfer of funds or failure to transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any interest, gains or dividends you might have earned or not earned in any account as a result of your use of Autosave.

### C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

- i. Except for Transfers to or from Investment Accounts, Transfers to or from External Accounts may be made in amounts of up to \$10,000 or \$25,000 per transaction, depending on internal



Chase criteria (applicable limit will be displayed and/or applied at the time of transfer), or a maximum of \$25,000 per day in the aggregate from all your combined accounts, except as otherwise noted below. If your From Account is a home equity line of credit secured by your Texas homestead, to the extent eligible, each transfer must be a minimum of \$4,000. If you are a Chase Sapphire Banking, Chase Private Client, Private Banking, or Business Banking customer, the following transfer limits apply to you in lieu of the foregoing:

	<b>Per Transaction Limit</b>	<b>Maximum Daily Limit (all accounts in the aggregate)</b>
<b>Chase Sapphire Banking</b>	\$100,000.00	\$100,000.00
<b>Chase Private Client</b>	\$100,000.00	\$100,000.00
<b>Private Banking</b>	\$100,000.00	\$100,000.00
<b>Business Banking</b>	\$100,000.00	\$100,000.00

- ii. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- iii. Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers to an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iv. Transfers to or from Investment Accounts <
  - a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 pm ET on the next Business Day after the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the second Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the External Account in the amount of the transfer for up to four (4) Business Days.
  - b. Transfers from Investment Account: When Instructions are received at or before the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 PM ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. When Instructions are received after the



Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 PM ET that day. The funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. **Regardless of whether instructions are received at or before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.**

- v. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

## 29.3 Payments

### A. General Terms Applicable to Payments

- i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. Please note that if you have Chase Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message advising you of each failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.
- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION,

BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

## B. Bill Payments

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account, with us in order to make bill payments. The eligible accounts from which a Bill Payment can be made do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. Your PFM Software may set different limits but we will not be responsible for payment Instructions that are rejected because they do not meet the limits described in the preceding sentence. To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information (including but not limited to changes to account information, Payee name and mailing address) as requested or provided by your Payee, the U.S. Post Office or pursuant to any updates or changes through other tools and resources we may use from time to time to effectuate the Bill Payment. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments.

Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

- ii. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Scheduling Payments Through Your PFM Software: When scheduling a payment via your PFM Software, you will enter the Deliver By date. You should enter Instructions for electronic payments at least three Business Days before their desired Deliver By date and Instructions for paper payments or payment Instructions for newly added Payees at least six Business Days before their desired Deliver By date.
- iv. Delivery Method: We remit two types of payments on your behalf to your Payees - electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

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- v. **Additional Terms Applicable to Only Variable Automatic Bill Payments:** You may now also set up variable automatic bill payments for select Payees participating in the e-Bills Service. Variable automatic bill payments differ from repeating payments in that variable automatic payments are triggered based on the associated billing date and/or the bill due date, as set up by you, and the payment amount may vary each month. While it is anticipated that most variable automatic bill payments will be delivered by the Deliver By date you set, it is understood that due to circumstances beyond our control, particularly when your Payee is late in providing the e-Bill and/or we receive the e-Bill too close to, on, or after the bill's due date, WE MAY BE UNABLE TO PAY THAT BILL AND YOU WILL HAVE TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS DIRECTLY WITH THE PAYEE. These terms apply in addition to the other terms applicable to repeating payments in this Section 29.3(B), and additional terms for variable automatic bill payments may be presented to you at the time you set up the variable automatic bill payment.
- vi. **Canceled Bill Payments:** You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

### **C. Payments to Chase Loans or Credit Accounts**

#### **i. Payments to Chase Mortgage or Auto Loan or Lease Accounts:**

Only Business Days may be chosen as Payment dates for Chase mortgage or auto loan or lease accounts and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

#### **ii. Payments to Chase Home Equity or Personal Loan or Line of Credit Accounts:**

Same day payments using a Chase deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-Chase checking account and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus any available balance in any associated overdraft protection account) per day.

Note: Payments to Chase credit card accounts have separate payment options and terms that will be displayed at the time Instructions are provided by you.

### **D. Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on our website but you may choose to bypass the message and schedule the payment. If you submit a duplicate payment to Chase Loan or Credit Account, an error message may be displayed and such duplicate payments may not be permitted. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay and PFM) and the payments will be

processed as normal.

For customers making payments via your PFM Software, you may not receive an error message for duplicate payments. Should you decide for any reason to reload your original PFM Software or to change PFM Software at any time after you have begun using the Online Service with your original PFM Software, you **MUST** (1) check to see if any Pending payments which you have ordered to be made remain outstanding, and (2) cancel any Pending payments prior to loading the new software. Failure to cancel Pending payments prior to installing the new software may result in the issuance of duplicate payments. You authorize us to pay any duplicate payments that you have directed. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.**

#### **E. Stale Dated Payments**

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period

#### **F. Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

#### **G. Terms applicable to your use of the e-Bills Service for both Consumer and Business Accounts**

e-Bills is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees.

- i. **Electronic Communications/Payee Terms**. By activating e-Bills, you agree to abide by the terms and conditions stated in this Section to get e-Bills, and to get other related communications electronically. By activating e-Bills, you will be required to agree to each Payee's terms and conditions, which will also include the requirement to not to receive paper bills. For avoidance of doubt, you understand and agree that enrollment into eBills will terminate the provision of paper statements to you by the Payee, including any reformatted paper statements, i.e. Braille or enlarged font, that you were receiving from the Payee, and any accommodations or exceptions will be agreed upon and made between you and the Payee and not Chase.
- ii. **Limitations**. You must enroll each Payee individually in e-Bills. You also acknowledge and agree that the right to activate and receive e-Bills for each Payee is limited to one financial institution. If you activate e-Bills for a particular Payee through us, you will no longer receive e-Bills for that Payee through the financial institution through which you're currently receiving



such e-Bills. Conversely, if you activate e-Bills for a particular Payee through another financial institution, your action will effectively terminate the e-Bills service for that Payee and you will no longer receive such e-Bills through us.

- iii. **Approval of e-Bills.** Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five (5) Business Days to approve an e-Bill set-up request. By requesting that bills, statements, or other related communications be sent to you electronically, you warrant that you have the right, power, and authority to receive them.
- iv. **Individual and Joint Responsibility.** Any individual borrower, account holder or authorized user on your loan, line of credit, or account can enroll in and use e-Bills. Regardless of the individual who enrolls in e-Bills, the terms of this Section apply to all borrowers/account holders/authorized users, individually and jointly.
- v. **Timely Delivery of e-Bills.** We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- vi. **Cancel e-Bills.** All parties have the right to cancel the service at any time. We may also elect to discontinue delivering e-Bills for certain Payees or customers. We will notify you if Chase or a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we generally require at least seven (7) Business Days for the Payee to receive and process the request. Therefore, you may not receive a paper statement from the Payee, and/or you may not receive an e-Bill through the new financial institution through which you have activated the e-Bill service for the Payee, but continue to receive e-Bills from us instead for one or two cycles. We also reserve the right to terminate a Payee's participation in e-Bills at any time.
- vii. **Privacy.** When you request e-Bills from a participating Payee you will provide certain information such as required username and password, and you authorize us and our third party service provider to collect and forward such information onto the Payee on your behalf, and you appoint us and our third party service provider as your agent for the limited purpose of completing your enrollment. If you have concerns about the future use of this information by the Payee you should contact your Payee directly.
- viii. **Fees, Charges or Other Terms.** Unless otherwise noted in your account agreement, we do not charge any fees for using e-Bills. We reserve the right to change the charges, fees, or terms for e-Bills. If we make a change, we'll provide notice to you in accordance with terms of this Addendum. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.
- ix. **Acknowledgements and Agreements.**
  - You understand and agree that e-Bills are provided for your convenience, and payments due continue to be your responsibility.
  - You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may only be available in English, and not in a foreign language, including Spanish, regardless of whether you currently receive a Payee's bill in a foreign language, depending on the Payee. By using this service, you agree to receive the e-Bills in English, even if you use or access Chase's website, mobile



application or Chase's other products and services in a foreign language. You agree that Chase is not responsible for delivering the e-Bills to you in a foreign language, and any questions regarding this issue will be directed to your Payee.

- You also understand and agree that the eBill summary (and any content contained therein) is accessible via screen reader software and other Assistive Technology (AT) as presented on any Chase digital platform. The eBill summary may include the statement date, due date, amounts due and/or other information, and is different from the eBill.
- You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may not be presented in a way which is accessible to screen reader software or AT which are conformant to web content accessibility guidelines (WCAG) version 2.0, level AA success criteria, regardless of whether you currently can access Payee's bill online or via digital application using screen reader software or other AT, depending on the Payee. By using this Service, you agree to receive the e-Bills as provided, which may include an inaccessible format, even if you use or access Chase's website, mobile application or Chase's other products and services by using screen reader software or other AT. You agree that Chase is not responsible for delivering the e-Bills to you in a digitally accessible format which conforms to WCAG v. 2.0 AA, and any questions regarding this issue will be directed to your Payee.

- x. **Accuracy or Completeness.** An e-Bill may or may not have all the same information as the paper version, depending on the Payee. Chase presents the e-Bills as provided by the Payee. Chase is not responsible for any information or communications related to them, or for the acts or omissions of any Payee.
- xi. **Chase Is Not Responsible for Third Parties.** We are not responsible for any aspect of your relationships with the Payees, or for the performance or non-performance of these third parties. We do not act as a service provider of the Payees. Transactions between you and a Payee are governed by the Payee's terms and conditions. We do not endorse or assume any liability for any Payee you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and a Payee or other third parties.

## **30. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS**

*A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Except for online transfers covered by this Section 30, concerns about other transactions in your Investment Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement.*

### **30.1 Your Liability for Unauthorized Transfers or Payments**

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

### **30.2 Our Liability for Failure to Complete Payments and Transfers**

If we do not complete a transfer or payment to or from a consumer account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer

amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

### **30.3 Errors and Questions about Payments and Transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

## **31. Our Guarantees**

### **31.1 The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from your consumer deposit accounts (i.e., checking or

savings) or prepaid accounts with us without your authorization through Payments or Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.")

### **31.2 The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card**

If we ever cause processing delays of your online or mobile bill payments or online or mobile payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card that result in late fees, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses, which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of User Ids and Passwords
- Your failure to completely log out of the Online Service or logging in to the Online Service and leaving your computer or mobile device unattended
- Your failure to notify us of any suspected unauthorized transaction from your Account, or theft of your ID or Password within the time periods specified in this Agreement and your account agreement. If you suspect any suspicious activity on your account with us, notify us immediately at 1-877-242-7372.
- Your failure to follow the procedures or to otherwise fail to use the Online Service in accordance with the terms of this Agreement.
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.

**As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use Payments and Transfers in accordance with the terms of this Agreement.**

## **32. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS**

### **32.1 Linking Multiple Accounts – Business and Consumer**

You may use Chase Online for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account

is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

### **32.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only**

You are responsible for all payments and transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfer. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

### **32.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only**

For business accounts, our practice is to follow the procedures described in Section 28.3 above, but we are not legally required to do so.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

## **33. Terms Applicable to Your Use of Chase Pay**

These Terms govern your use of the Chase Pay Wallet ("Chase Pay") and, except as otherwise stated, any eligible credit card, debit card, prepaid card, or other card (each, a "Chase Pay Card")



provisioned or stored in Chase Pay. The term “Card Issuer” means the issuer of your Chase Pay Card, which may be us or any other issuer of an eligible Chase Pay Card. When we use the word “merchant” in this Section, it also includes “retailers. You agree to these Terms by signing or accepting them, including by your electronic signature, as well as when you use or request Chase Pay.

- i. Service Description. Chase Pay (i) allows the electronic storing of your Chase Pay Card information, which we sometimes refer to as adding a Chase Pay Card to or provisioning a Chase Pay Card for use with Chase Pay, (ii) allows you to use such stored, eligible Chase Pay Cards to enter into transactions where Chase Pay is accepted or to fund another Chase Pay Card, and (iii) allows other services that are described in this Agreement or that we may offer from time to time. We may add or provision all your eligible Chase Cards (e.g., those you have now and those you obtain or open in the future) onto Chase Pay, unless you remove them as described below. Each Chase Pay Card may be used as the payment source for your Chase Pay transactions. When you use Chase Pay, you request us to provide the merchant, the applicable payment network (such as Visa), the Third Party Wallet provider and others (such as a payment processing entity or a token service provider) your selected Chase Pay Card information and other information that’s associated with the selected Chase Pay Card, to allow your transaction to be completed and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions conducted using a Chase Pay Card are subject to the same rights and obligations as stated in the applicable CardMember Agreement or account agreement that governs the Chase Pay Card.
- ii. Chase Pay Information. You agree that the information you provide to us to establish Chase Pay will be complete and accurate. You will keep any passwords, PINs and/or User IDs that access Chase Pay confidential. If you disclose your Chase Pay passwords, PINs, and/or User IDs to any person(s) or entity, you are authorizing that person or entity to transact on your behalf as if they were an authorized user of your Cards and you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to access or other means to use your Chase Pay password, PIN or User ID, you are authorizing any transactions and activities performed by them. You are also agreeing to be responsible for any use of your personal and Chase Pay information. Notify us immediately if any of your Chase Pay passwords, PINs, or User IDs is lost or stolen.
- iii. Transaction History. You agree and acknowledge that the transaction history displayed in the Chase Pay Wallet solely represents our authorization of your Chase Pay Wallet transaction and may not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Chase Pay Wallet transaction history in connection with use of your Card in the Chase Pay Wallet may be preliminary and may not match the transaction amount that ultimately clears, settles, and posts to your Card’s billing or monthly statement.
- iv. Using Chase Pay with Another Wallet. We may also offer you the option to use your Chase Pay Wallet to either link your Chase Pay Wallet or all of the eligible Chase Pay Cards in your Chase Pay Wallet to another digital wallet (a “Third Party Wallet”), or to add one of the eligible Chase Pay Cards in your Chase Pay Wallet to a Third Party Wallet. Chase does not charge you a fee for this process, but the Third Party Wallet provider or other third parties may charge you fees.



The terms and account or card agreement that govern your Chase Pay Wallet and your Chase Pay Card do not change when you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet. The Third Party Wallet simply provides another way for you to make a purchase or other transactions with your Chase Pay Wallet or your Chase Pay Card. Any applicable interest, fees, and charges that apply to your Chase Pay Card will also apply when you use the Third Party Wallet to access your Chase Pay Card, including if you use the Third Party Wallet to access your Chase Pay Wallet, and then use your Chase Pay Wallet to access your Chase Pay Card.

When you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet, you may be subject to the terms of the Third Party Wallet. You may only use the Third Party Wallet where the Third Party Wallet is accepted, which may be at fewer or different places than you can use your Chase Pay Card or the Chase Pay Wallet.

Chase is not the provider of the Third Party Wallet, and is not responsible for providing the Third Party Wallet services to you. We are not responsible for any failure of the Third Party Wallet, or the inability to use the Third Party Wallet for any reason. We are not responsible for the performance or non-performance of the Third Party Wallet provider or any other third parties regarding any agreement you enter into with the Third Party Wallet provider or associated third party relationships that may impact your use of the Third Party Wallet.

You can de-link your Chase Pay Wallet or Chase Pay Cards, or remove a Chase Pay Card, from the Third Party Wallet by either following our instructions on our digital platforms, or contacting the Third Party Wallet provider.

- v. Removing Your Card Information. Only Chase Pay Cards that we determine are eligible can be added to or provisioned for use with Chase Pay. You may designate any Chase Pay Card stored in the Chase Pay Wallet to be temporarily inaccessible (and similarly, re-designate such Chase Pay Card to be accessible) for use with Chase Pay at any time by following our instructions as provided from time to time. If your credit card, debit card, prepaid card, or other card or underlying account is not in good standing, that credit card, debit card, prepaid card, or other card will not be eligible to be added to or provisioned for use with Chase Pay. We may determine other eligibility criteria in our sole discretion. When your Chase Pay Card information is added or provisioned onto Chase Pay, Chase Pay allows you to use the Chase Pay Card to enter into transactions where Chase Pay is accepted. Chase Pay may not be accepted at all merchants where your Chase Pay Card is accepted, and we also reserve the right to terminate a merchant's acceptance of Chase Pay at any time. You can also remove one or more of your Chase Pay Cards from Chase Pay at any time by calling us or following our instructions as provided from time to time.
- vi. Your Chase Pay Card Terms Do Not Change. When a Card is added or provisioned onto Chase Pay, the terms and the agreement that govern your Chase Pay Card do not change. The applicable CardMember Agreement or account agreement that governs the Chase Pay Card, as amended from time to time, are incorporated by reference as part of this Agreement. Please review those agreements, as applicable, for important information on your rights and responsibilities when making purchases through Chase Pay. Chase Pay provides another way for you to make purchases or other transactions with the Chase Pay Card. Chase Pay may also allow you to access certain features of a Chase Pay Card issued by Chase, or the rewards programs associated with that Chase Pay Card, such as the ability to pay with points. For avoidance of doubt, in that case, this Agreement, the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement

governing the rewards program, will apply. For the avoidance of doubt, in that case, this Agreement covers only those elements not governed by the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement governing the rewards program.

- vii. Chase Is Not Responsible for Third Parties. Using Chase Pay may depend on your relationship with other third parties, including other Chase Pay Card Issuers. We are not responsible for any aspect of those relationships, or for the performance or non-performance of these third parties. If your Chase Pay Card is not issued by us, we do not process payments or act as a service provider of your Chase Pay Card Issuer. Instead, our role is limited to providing information to a merchant, the applicable payment network (such as Visa) and others (such as a payment processing entity or a token service provider) to allow that party to honor your Card and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions between you and a merchant are governed by the merchant's terms and conditions. Unless we are the Chase Pay Card Issuer, we do not endorse or assume any liability for any Chase Pay Card you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and your Chase Pay Card Issuer or between you and a merchant or other third parties.
- viii. Contacting You Electronically, and by Email or through Your Mobile Device. In addition to your consent to receive information concerning your account via email and mobile device above, you consent to receive electronic communications and disclosures from us in connection with your Chase Pay Card and Chase Pay. If at any time you revoke your consent to such communications, your Chase Pay Wallet activation may be cancelled.
- ix. Deactivating Chase Pay. You can deactivate Chase Pay at any time by calling us or following the instructions we provide from time to time. We can also deactivate Chase Pay at any time, or otherwise block, restrict or suspend your access to or use of any Chase Pay Card or Chase Pay at any time and for any reason. These reasons include, but are not limited to, if we suspect fraud or illegal, unauthorized or improper conduct.
- x. Access and License. You may not, and will not allow or cause any third party to do the following: (i) use Chase Pay in connection with any fraudulent or illegal conduct, transaction or business, as determined by us in our sole discretion; or (ii) act as a payment intermediary, aggregator or service bureau yourself or on behalf of any third party, including, without limitation, handling, processing or transmitting funds for any third party.
- xi. Links. Our websites may contain third party content and links to other third party apps or web sites (collectively, "Linked Sites"). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites. We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.
- xii. Merchant Offers. Through your enrollment in Chase Pay or required Systems, you may be presented with certain discounts, rebates or other benefits and offers ("Offers") from merchants that may be of interest to you. In order to use these Offers, you may be required to register with the merchant or service provider, which may include providing personal information and agreeing to additional terms of use. Offers from merchants may not always

be available and may change without notice. We, or any merchant, may provide you with additional terms, conditions or disclosures related to these Offers. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your CardMember Agreement or the account agreement that governs your Chase Pay Card, all matters related to these Offers, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Chase Pay Wallet or the Offers that they provide.

### **34. Terms Applicable to Your Use of the Gifting Service**

- i. You may use your eligible Pay From Account to buy a digital merchant gift card ("Gift Card") to send to another Chase customer, as well as anyone you know residing in the United States (the "Gifting Service"). Eligible accounts for this service are currently certain Chase checking accounts and Chase Liquid® card. We have the right to determine eligibility and to restrict categories of accounts and recipients to whom Gift Cards can be sent using the Gifting Service in our sole discretion.
- ii. You cannot buy a physical gift card through the Gifting Service.
- iii. We provide the Gifting Service through an arrangement with our gift card service provider or the merchant that accepts the Gift Card and the merchant's vendor. We have the right to determine eligibility and to restrict categories of merchants from whom Gift Cards can be purchased using the Gifting Service in our sole discretion.
- iv. We do not sell or issue the Gift Cards. When you buy a Gift Card through the Gifting Service, you are purchasing a Gift Card from the merchant or its vendor that can only be used with that merchant. We are not responsible for any damage or harm to you or any third party resulting from the purchase of a Gift Card through the Gifting Service. We do not warrant the availability or functionality of a Gift Card purchased through the Gifting Service.
- v. To buy a Gift Card, you must enter the Gift Card amount, the Send On date, and the recipient's email address or other information as we may require. The email address must belong to the intended recipient residing in the United States. You should only use the Gifting Service to send Gift Cards to people that you know. Please make sure you accurately enter the recipient's email address since your obligation to pay for the Gift Card will not be excused by an error in the information you enter. Both Chase and a merchant may limit the amount of a Gift Card you can purchase. You acknowledge and agree that Gift Card purchase will be completed using only the email address you provided for the recipient, even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient and the purchase in your transaction history but will not be used to process the Gift Card purchase or to validate that the intended recipient owns or has authorized access to the email address you entered.
- vi. We will not process your payment for the Gift Card if you do not have sufficient funds in your designated Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases of Gift Cards. If sufficient funds are not in the Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases, the Gift Card transaction will fail and we will not make repeat attempts to debit the applicable

account.

- vii. We will share your Gift Card information including recipient's information with our gift card service provider or the merchant, who will share the information with their vendor. Our gift card service provider or the merchant and the merchant's vendor are responsible for delivering the Gift Card to the person you choose and to the email address or other contact information you provided. If your payment for the Gift Card is successful, you authorize us to withdraw and transfer money from your Pay From Account in the amount of the Gift Card immediately or on the Send On date, as applicable, to pay our gift card service provider or the merchant.
- viii. Gift Cards can be purchased in amounts of up to \$100 per transaction with a maximum of \$1,000 per day, and \$5,000 in any calendar month, in the aggregate from all your combined accounts registered with the Gifting Service. All limits are subject to temporary reductions to protect the security of customer accounts and/or our processing systems. At our discretion we may refuse to process any transaction that exceeds any of the limits. In this case, you are responsible for making alternate arrangements or rescheduling the Gift Card purchase.
- ix. We are not responsible for any acts or omissions by our gift card service provider or the merchant or their vendor.
- x. A Gift Card is subject to terms and conditions imposed by the merchant that accepts the Gift Card and the merchant's vendor. We do not control the terms of a Gift Card purchased through the Gifting Service. Nothing in those terms and conditions limits our rights or your obligations under any agreement between you and us. We do not provide Gift Card support services related to issues arising after the issuance of the Gift Card. You must contact our gift card service provider or the merchant or their vendor to resolve issues related to a Gift Card arising after issuance of the Gift Card.
- xi. There is no service fee from us to use the Gifting Service. However, if we process a payment in accordance with your Instructions that overdraws your Pay From Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. Fees are subject to change from time to time upon notice to you as may be required by law.
- xii. You may not edit or cancel a pending or processed Gift Card, but you may cancel any Future Dated Gift Cards up until the Send On date.
- xiii. Gift Cards cannot be returned, refunded, replaced, or redeemed for cash.
- xiv. Gift Cards may only be sent to a recipient in the United States and may only be redeemed within the United States.

## **35. Terms Applicable to Your Use of the Real-Time Payments Service**

By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you wish to return a payment received through the Real-Time Payments Service, you must contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

### **About the Real-Time Payments Service**

The Real-Time Payments Service enables you to send payments to and receive payments from Persons that bank with Service Participants, which includes the ability to send payments to your accounts with other Service Participants. In addition, if enabled by us, you can use the Real-Time Payments Service to receive requests for payment from Persons that bank with Service Participants and to send requests for payment to Persons that bank with Service Participants.

## **Definitions**

As used in this “Terms Applicable to Your Use of the Real-Time Payments Service” Section, the following terms shall have the meaning set forth below.

“Payment Amount” refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer;

“Person” means a natural person or a business, government, or nonprofit entity;

“Real-Time Payments Service” refers to a service that allows you to send or receive payments to other Persons;

“Real-Time Payments Service for Vendors and Employees” refers to a type of Real-Time Payments Service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services. For clarity, Real-Time Payments Service for Vendors and Employees is a “Real-Time Payments Service,” as defined and used herein, except as expressly referenced separately by name in the Fees section;

“Real-Time Transfer System” refers to the real-time transfer system that is accessed through the Real-Time Payments Service;

“Receiver” refers to a Person that receives a payment through the Real-Time Payments Service;

“Receiver Addressing Information” refers to addressing information of the Receiver, which may include the Receiver’s account number, routing number, telephone number, and/or email address, as applicable;

“Receiving Financial Institution” refers to us, when you are the Receiver, and the Receiver’s financial institution, when you are the Sender;

“Sender” refers to a Person that sends a payment through the Real-Time Payments Service;

“Sending Financial Institution” refers to us, when you are the Sender, and means the financial institution that holds the Sender’s account, when you are the Receiver;

“Service Participant” refers to a financial institution that participates in the Real-Time Payments System, which includes JPMC;

“Service Transfer” refers to a payment from a Sender to a Receiver through the Real-Time Payments Service;

“Service Transfer Amount” refers to the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver;



## Sending Funds

You may initiate a Service Transfer by submitting a request (a “**Service Transfer Request**”) through Chase Online, Chase Mobile®, Chase Business Online, J.P. Morgan Online, J.P. Morgan Mobile, or such other Digital Platforms as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount immediately upon receipt of your submission of the Service Transfer Request.

The Real-Time Payments Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Real-Time Payments Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send through the Real-Time Payments Service more than: (i) \$5,000.00 in a single transaction, \$10,000.00 in one day, or \$50,000.00 in one month from a **Consumer Account**; (ii) \$25,000.00 in a single transaction or your currently applicable daily transfers limit (with no monthly limit) from a **Business Account**; or (iii) \$10,000.00 in a single transaction or \$20,000.00 in one day (with no monthly limit) from a **Private Banking Account**. We may establish lower transaction limits for you and may block any attempted Service Transfer that exceeds the limit(s). We may adjust the limits at any time in our sole discretion. We will notify you of such adjustments.

## Risks Associated with the Real-Time Payments Service

There are risks associated with using the Real-Time Payments Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Real-Time Payments Service to make payments to Persons that you know. If you receive a request for payment through the Real-Time Payments Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Real-Time Payments Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). If a Person contacts you outside of the Real-Time Payments Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of Persons who contact you and ask for payment, you may lose the full amount of your payment.**

We do not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.



The Real-Time Payments Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Real-Time Payments Service (a **"Return Request"**), please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Real-Time Payments Service. We cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.**

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, OUR SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.**

## **Receiving Payments**

You are not obligated to accept a payment that is sent to you through the Real-Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

A Sender may request that you return funds sent through the Real-Time Payments Service. If we receive a return request, we will contact you.

Incoming payments to you through the Real-Time Payments Service cannot exceed \$25,000.00 per transfer. If you are expecting a Service Transfer, it is your responsibility to advise the Sender of this limit.

## Fees

There are no fees to use the Real-Time Payments Service at this time. However, we may charge fees at a later time, in which case we will provide you with notice prior to charging any fees. Your continued use of the Real-Time Payments Service after such notice constitutes your agreement to the fees.

The fee for sending a payment using Real-Time Payments Service for Vendors and Employees will be the lesser of \$25 or 1% of the total payment amount; provided, however, that this amount may vary if you are also a Private Banking customer.

## Requests for Payment

If enabled, you may use the Real-Time Payments Service to submit requests for payment, subject to the following terms:

- You may only submit requests for payment to Persons who: (i) are known to you; and (ii) would reasonably expect to receive a request for payment from you.
- By submitting a request for payment, you represent and warrant that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that we do not guarantee that the Sender will send payment in response to or otherwise accept your request for payment.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Sender.**
- You acknowledge and agree that we may suspend or terminate your ability to submit requests for payment or your access to the Real-Time Payments Service in the event that we reasonably suspect you have failed to comply with these Terms in conjunction with requests for payment.

## Failed Service Transfers

A Service Transfer may fail if:

- There are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- The Sending Institution or Receiving Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the Real-Time Transfer System;
- The Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- The Service Transfer Request exceeds the Sender's limit(s);
- The Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- The Sender's account at the Sending Institution is being monitored for suspected fraudulent

or other illegal activity;

- The Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- The Real-Time Payments Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

## **Availability of Funds**

Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

## **Prohibited Payments**

You agree that you shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) payments to accounts domiciled outside the United States; (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; or (iv) any other payment that violates this Agreement.

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (i) on your own behalf; or (ii) on behalf of Persons that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

## **Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords**

If you permit other persons to use the Real-Time Payments Services, or use or access your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has or may initiate a Service Transfer from your account without your permission, notify us AT ONCE, by calling**

**1-877-242-7372 (J.P. Morgan Online clients only, call 877- 840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

You must tell us immediately if you believe your Password has been lost or stolen or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password, you may not be reimbursed if someone makes a Service Transfer without your authorization. If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a Service Transfer without your authorization if you had told us, you could lose as much as \$500.

Furthermore, if any account statement shows Service Transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a Service Transfer was transmitted to you, you may not be reimbursed the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

Deposit and prepaid accounts are FDIC insured to the fullest extent allowed by law.

JPMorgan Chase Bank, N.A. Equal Opportunity Lender

Investment products and services are offered through J.P. Morgan Securities LLC (JPMS), a member of FINRA and SIPC. JPMS is an affiliate of JPMorgan Chase Bank, N.A. Products not available in all states.

**INVESTMENT PRODUCTS ARE:**

- NOT INSURED BY FDIC
- NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
- SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

# **Exhibit C**

**To the Declaration of  
Nicholas Sergi**

# **Online Services Agreement For Business Customers with Checking Accounts or Asset Management Account or Home Equity Lines of Credit, with or without other non-checking accounts**

Last updated: 09/13/2020

This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

Please read the Online Service Agreement. It contains the basic terms and conditions for customers that use Online or Mobile services. By tapping "I Consent" you acknowledge that you have read and agree to the terms and conditions of the agreement. You can see this document in the Legal Agreements section of our app.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements & disclosures tab within the website. To print the Online Service Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

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## **1. General Terms Applicable To All Users**

This Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Chase Online<sup>SM</sup>, Chase Mobile<sup>®</sup>, Chase Pay<sup>®</sup>, Chase Online for Business Banking, and J.P. Morgan Online and any applicable software products and associated documentation we may provide through those websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications, ("Software") and certain third party digital platforms as determined by us from time to time (collectively, the "Online Service"). As used herein, the terms "Bank", "Chase", "us," "we," or "our" means JPMorgan Chase Bank, National Association, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee the we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the credit or debit card issued by us.

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all products and services are offered at all locations. By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

**NOTE:** If you are a Chase prepaid account holder, some products and services may not be available to you via the Online Service.

## **2. Agreement; Online Service**

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of

the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software in object code. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

### **3. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or

failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Online Service in any manner so as to interfere with the operation of any Chase digital platform.

## **4. Passwords**

We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-877-242-7372, (J.P. Morgan Online clients only, call 866-265-1727 or 302-634-5115 for international clients).

## **5. Notices**

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

## **6. New Features**

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

## **7. Online Service Fees**

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or Quickbooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

## **8. Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND



(EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **9. Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

## **10. Termination; Availability; No Assignment**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater or for reasons involving your use of the Online Service which we may deem to be illegal or potentially brand damaging. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

You may not assign this Agreement.

## **11. Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **12. Binding Arbitration**



**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.**

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with JAMS (800.352.5267 or [jamsadr.com](https://jamsadr.com)) or the American Arbitration Association, (800-778-7879 or [www.adr.org](https://www.adr.org)). Arbitration hearings shall be held at a place within the federal judicial district that includes your address at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

## **13. Privacy**

Your privacy and the security of your information are important to us. Our Online Privacy Policy and, where appropriate, our U.S. Consumer Privacy Notice, as amended from time to time (available online at <https://chase.com>), applies to your use of any of the Services. You agree that we may collect, use and share your personal information in accordance with each of the Online Privacy Policy and the U.S. Consumer Privacy Notice, and to provide the Services you have

requested and to maintain the Services. Our sharing of your information may include providing a merchant, the applicable payment network (such as Visa), a Third Party Wallet provider, and others (such as a payment processing entity or a token service provider) your name, card number, card expiration date, email address, phone number, billing address, and shipping address as required to complete a purchase or transaction including a transaction using Chase Pay, and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. We can also share your information in order to make information available to you about your Card transactions, and to improve our ability to offer these services. Once we share your information with a merchant, Third Party Wallet provider, or such other third party, you agree that the merchant or such other third party, and not Chase, is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to the payment network (such as Visa) or other third parties will be governed by such party's privacy policy and not our Online Privacy Policy or Privacy Notice.

## **14. Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

## **15. Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate.

By accessing the Online Service, you agree we may send you emails regarding benefits and features that you have a right to receive in connection with the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may

contact you at any telephone number or email address you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

## **16. Special Provision for Business Customers**

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned.

## **17. Site Links**

The Sites may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

## **18. Choice of Law/Successors; Waiver; Severability**

This Agreement and its enforcement shall be governed by the laws of the State of New York, without regard to any choice of law provision, except for section 5-1401 of the New York General Obligations Law, which does apply, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or

remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

## **19. Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

## **20. Mobile Services**

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Chase Mobile App or the JPMorgan Mobile app, ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a

mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

## **21. Identity and Location Verification**

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to Chase for the duration of your relationship with us, to help identify you or your wireless device and to help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among others, name, billing address, email, and phone number.

## **22. Alerts and Mobile Text Services**

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of



account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. **To cancel the Text Services, send STOP to 24273 at any time (J.P. Morgan Online clients only, send STOP to 576746).** For help or information on the Text Services, send HELP to 24273 (J.P. Morgan Online clients only, send HELP to 576746). For additional assistance with the Alerts and Text Services, contact customer service at 1-877-242-7372.

Your enrollment may also provide you with access to a feature of the Online Service which will allow you to received alerts via e-mail for events related to markets and securities, such as the price of a specified security reaching a particular threshold ("Market Alerts"). Market Alerts are provided as an accommodation to you. You should not rely on Market Alerts, or the absence of a Market Alerts, for any purpose, including without limitation, as the basis for any trade or other action in regard to any investment or security. Market Alerts are delayed at least 20 minutes and should not be considered real time information. Market Alerts are provided for informational purposes only and are not offers or solicitations for the purchase or sale of any securities or financial instrument or for the provision of any investment service or advice. Market Alerts are not recommendations by us or any other party, and specifically are not, without limitation: (a) recommendations regarding the purchase or sale of any investment or security; (b) investment advice; (c) a judgment regarding the suitability of any investment or security; or (d) a representation regarding the availability of any investment or security at the price presented or other price.

## **23. Authorization for Minors and Children to Access Digital Platforms and Services**

We may allow you to grant your child use or access to certain Digital Platforms and Services that are linked to your profile on the Digital Platforms. If you authorize us to grant your child such use or access, you acknowledge and agree that this Agreement will apply to your child. You further agree and accept full responsibility for your child's use of the Digital Platforms and Services, including any liability that he or she may incur in connection with their use of the Digital Platforms or Services.

## **24. Account Information**

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record.



The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

## **25. Our Right to Review Funds Processing**

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

## **26. SPECIAL PROVISIONS FOR J.P. MORGAN ONLINE CLIENTS**

(The provisions in this Section 26 apply only to J.P. Morgan Private Bank and J.P. Morgan Securities LLC clients (collectively, "J.P. Morgan Online Clients") who have brokerage accounts or other accounts that hold securities.) To the extent that the provisions in this Section 26 conflict with other provisions in this Agreement, the provisions in this Section 26 will prevail.

### **26.1 Risks of Electronic Transactions and Access to Information**

Your ability to access the Online Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. If the Online Service is not available for transactions, or if conditions render its use inappropriate, you agree to use alternative means to place your orders, such as calling J.P. Morgan Online Site Support. We will not be liable to you if you are unable to access the Online Service or complete transactions through it.

### **26.2 Conflicts of Interest**

J.P. Morgan has diverse business dealings with companies and entities that may be issuers of securities described in the Web site. According, J.P. Morgan and its employees may hold a position or act as market maker in the financial instruments of any issuer discussed herein or act as underwriter, placement agent, advisor, or lender to any such agent.

### **26.3 Information Providers**

- i. The information providers for securities prices and quotations available on the Online Service ("Information Providers") will include such securities markets as the New York Stock Exchange, Inc.; the American Stock Exchange; NASDAQ Stock Market, Inc.; and other exchanges, their affiliates, agents and other parties. By your use of the Online Service, you agree to the following conditions:
  - Securities prices and quotations received from such Information Providers ("Market Data") are solely for your individual use, and you will not retransmit or furnish Market

Data to any other person or entity.

- The Market Data is and shall remain the property of the respective Information Providers or of the market on which the reported transaction took place or a reported transaction was entered.
- The Information Providers are third-party beneficiaries under these provisions and may enforce these provisions against you.
- At any time, Information Providers may cease disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise therefrom.

These terms and conditions shall remain in effect as long as you have the ability to receive Market Data through the Online Service as contemplated hereunder.

- ii. You agree to use the quotes provided by Information Providers only for your individual use in your business. You will not furnish the quotes to any person or entity other than an officer, partner or employee of your business.
- iii. Some of the financial market information, news and information (collectively, Information) accessible through the Online Service is prepared by Information Providers, who are independent parties. We may not identify information as provided by third parties. Information and JPMS research reports are not intended to provide tax, legal or investment advice. JPMS research is subject to a disclaimer included in all research. Any materials excerpted or summarized from a full research report is subject to the terms of the disclaimer. Neither we nor any Information Provider assesses for you, or any particular investor, the suitability of any particular investment on which you may receive information through the Online Service. We do not assess for you or any particular investor the potential value of any particular investment or the suitability of any Information source. We will treat as unsolicited any security order you place after accessing Information.
- iv. If you are a securities professional, such as an investment advisor, you may occasionally furnish limited amounts of quotes to your clients, but solely in the regular course of your securities business. If you furnish quotes to your clients who are not on your premises, you may do so solely (a) in written advertisements, educational material, sales literature or similar written communications and (b) during telephonic voice communication not entailing the use of computerized voice synthesis or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display, or otherwise use quotes). You shall abide by any additional limitations on use of quotes that we may specify in the future.
- v. Neither the Information nor the research and recommendations available through the Online Service are an offer to buy or sell any security or financial instrument. No services or securities will be offered or sold in any jurisdiction in which such offer or solicitation, purchase or sale would be contrary to applicable local laws or regulations. The Information is for the use of the private client who is the specific signatory to the Agreement and may not be reproduced or distributed in any way without our specific written authorization.

## 26.4 Portfolio Information

The Online Service may permit you to view account data for your J.P. Morgan account and any

other accounts linked to it. By accessing and using the Online Service, you represent on a continuing basis that you are authorized to have viewing access to any account that you access. All account data is provided as a convenience and for your information, but it is not the official record of your account or its activity. Your J.P. Morgan account statement shall remain the official record. The Online Service is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon as justification for taking any action or forbearing to take any action. All account information should be confirmed with J.P. Morgan OnLine Site Support before you take investment action.

## 26.5 Right to Restrict Access

J.P. Morgan reserves the right to terminate your access to financial market information, news and research (collectively, "Information") and to take any other action J.P. Morgan deems appropriate, at its sole discretion, without limitation for any reason whatsoever, including but not limited to, the unauthorized use of your J.P. Morgan brokerage account number(s), breach of this Agreement, discontinuance of J.P. Morgan's access to any Information or research reports or termination of one or more agreements between J.P. Morgan and the Information Providers.

## 26.6 Access by your J.P. Morgan Online Team

You acknowledge and agree that any information you enter or provide through the OnLine Service will be accessible by any member of your J.P. Morgan team, including, without limitation, your banker, relationship manager, broker, sales trader, investment manager, wealth advisor and members of the Client Service team. Information which you enter that will be accessed by members of your J.P. Morgan team includes information relating to assets held at other institutions and other personal information.

## 26.7 Access by your Advisors

- i. If you would like to grant your advisors access to the Online Service, please contact your client service team to make the appropriate arrangements. If you grant access to such specified third parties, they will be able to view all information related to you and your accounts (including family member accounts and other accounts that are linked to your accounts) and assets provided through various designated sections of the Online Service (the "Client Information"), as well as any other information provided by those sections of the Online Service ("Other Information"). **Any authorized third party whom you permit access to the Web site will also be able to print out any Client Information or Other Information.**
- ii. Your Responsibilities

After you have granted your Agent(s) and/or Attorney(s)-in-Fact access to the Online Service by making the necessary arrangements through your client service team, your Agent(s) and/or Attorney(s)-in-Fact will be given a user name and individually selected password, which we will transmit to them. It is your responsibility to ensure that your Agent(s) and/or Attorney(s)-in-Fact will not share their passwords with any person and will take all reasonable precautions to keep the passwords confidential and to prevent unauthorized access. Upon the conclusion of each session your Agent(s) and/or Attorney(s)-in-Fact must

log off the Online Service to ensure that no one else can enter your account if they leave their computer unattended. You agree to take full responsibility for the consequences of any unauthorized access, including responsibility for all orders entered through and under each of your Agent's and/or Attorney-in-Fact's passwords. Any orders received by J.P. Morgan will be deemed to have been received by us at the time received and in the form received. You assume full responsibility for the disclosure of any confidential information by your employees, Agent(s), Attorney(s)-in-Fact or other third parties.

You must notify us or ensure that your Agent(s) and/or Attorney(s)-in-Fact notify us immediately by calling 866-265-1727 (or 302-634-5115) if you are an international client) if you or they become aware of:

- the loss or compromising of any password or other secure access information entrusted to your Agent(s) and/or Attorney(s)-in-Fact
- any unauthorized use of your password(s) assigned to Agent(s) and/or Attorney(s)-in-Fact
- any inaccuracies in your personal or account information

You agree to hold us harmless from any loss or liability resulting from acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting View Only, View and Update and View and Transact privileges on the Online Service to your Agent(s) and/or Attorney(s)-in-Fact.

## **27. Securities and Investment Advisory Services; JPMorgan Funds**

Securities and investment advisory services are offered through J.P. Morgan Securities LLC ("JPMS"), member NYSE/FINRA/SIPC. JPMS is an affiliate of JPMorgan Chase Bank, National Association, and is a member of FINRA and SIPC.

**Securities (including mutual funds) are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by JPMorgan Chase Bank, National Association, or its affiliates. Securities (including mutual funds) involve investment risks, including the possible loss of the principal amount invested.**

JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., member FINRA, which is an affiliate of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co., including, among others, JPMorgan Chase Bank, National Association receive fees for providing various services to JPMorgan Funds and JPMorgan Distribution Services, Inc. An investment in the JPMorgan Funds Money Market Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although such Funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Funds. **For additional information about the JPMorgan Funds, including charges and expenses, call 1-800-480-4111 for a prospectus. Please read the prospectus carefully before investing or sending money.**

## **28. Additional Terms Applicable to Personal Financial Management Software Users and Use of Other Third Party Software (for Asset Accounts)**

The Personal Financial Management Service ("PFM Service") allows you to use personal financial management software ("PFM Software"), such as Quicken® or QuickBooks®, to access the Online Service to make bill payments and transfers and access account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use the PFM Service. See also the Section on General Terms Applicable to Payments and Transfers for additional terms and conditions that apply to use of the PFM Service to make bill payments and transfers. The terms and conditions contained in this Section are limited to use of the PFM Service, and do not include use of products and services directly accessible through the Online Service without the use of PFM Software. The Online Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any PFM Software that is required for operation of the PFM Service.

Quicken® and QuickBooks® are registered trademarks of Intuit Inc.

### **28.1 The PFM Service**

The PFM Service allows you to make transfers between accounts held by us, to make bill payments and to access account information. To activate the PFM Service you must have a checking, AMA or credit card account with us. Some services and functionality that may be available directly through the Online Service (including, but not limited to, wire transfers; payroll and tax payment services; transfers to or from accounts not held by us) may not be available via your PFM Software.

Information about activity is synchronized between your PFM Software and our website. You may access such information directly through the Online Service, including information about payments and transfers initiated through your PFM Software. Transfer and payment information via your PFM Software may differ from the information that is available directly through the Online Service. Information available directly through the Online Service may not be available via your PFM Software, may be described using different terminology, or may be more current than the information available via your PFM Software. The method of entering Instructions via your PFM Software may also differ from the method of entering Instructions directly through the Online Service. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

The following Bill Payment or Transfer services or features are not available via PFM Software:

- Transfers to or from Investment Accounts;
- External Transfers; and
- Future Dated and Repeating transfers.

Depending on your PFM Software, you may not be able to enter Repeating payment Instructions

via your software.

## **28.2 PFM Service Fees**

In addition to any other fees set forth in the Agreement, there is a monthly service fee ("PFM Service Fee") for Business customers who subscribe to the PFM Service. The PFM Service Fee is \$9.95 each month. You authorize us to deduct the PFM Service Fee each month, from the eligible business checking account or asset management account you designate as your Primary Account.

The PFM Service Fee is in addition to any regular transaction fees that may be in effect for your account(s). If there are insufficient funds in your Primary Account, you authorize us to charge any other account of yours with us in order to pay such fees and charges.

## **28.3 Cancellation of Your PFM Service**

You can cancel the PFM Service by calling 1-877-242-7372. When you call us, we may also require you to put your request in writing. You should cancel any Pending payments prior to canceling the PFM Service. When you cancel the PFM Service, you will no longer be able to access any of your PFM Service features via your PFM Software. FEES APPLICABLE TO THE PFM SERVICE WILL CONTINUE TO APPLY UNTIL YOU CANCEL THE PFM SERVICE. You will not receive a refund of any PFM Service Fee if your PFM Service is cancelled

## **28.4 Use of Other Third Party Software for Asset Accounts**

If you are an asset account holder, you may be given the ability to use third party software (such as Quicken or TurboTax) to access information regarding your accounts and transactions. We are not responsible for the use, interpretation, or presentation of information through such third party software or any data, reports, advice or other information produced by such third party software (including without limitation any data, reports, advice or information created for tax filing purposes) notwithstanding that we may allow or recommend certain third party software to access such information for asset account download purposes.

# **29. Payments and Transfers**

## **29.1 General Terms Applicable Payments and Transfers**

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or Chase Loans or Credit Accounts, or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service, you agree to the terms and conditions set forth in the following Sections. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.



All of your payments and transfers made through Payment and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services, the Chase QuickPay<sup>®</sup> with Zelle<sup>®</sup> Service and Terms for Your Chase Pay<sup>®</sup> Wallet. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details. Additionally, External Transfers made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will also be subject to all other terms and limitations on advances thereunder.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts, prepaid accounts, credit card accounts, and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, Cardmember agreement, or other terms and conditions governing your account, credit card, mortgage, auto, installment loan, or line of credit agreements. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Agreement and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Payments and Transfers may be made in our sole discretion.

## **A. Definitions**

As used in this Agreement, the following terms have the meaning set forth below. If you use the PFM Software, the capitalized terms used in this Section or on our website may not be used by your PFM Software or may not correspond to the terms used by your PFM Software.

- "Business Day" refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, "Business Day" also excludes Good Friday.
- "Cancelled" means when a payment or transfer will neither be processed nor sent for any reason;
- "Chase Loan or Credit Account" means one of our credit or loan accounts (including, but not limited to, a mortgage, auto or student loan or credit card) held in your name that has been added as a Payee;
- "Current Day" refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- "Cutoff Time" means the time by which we must receive Instructions to have them

considered entered on that particular Business Day. See the paragraph entitled "Cutoff Times" for additional details;

- "Deliver By date" means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- "Delivery Method" means the way your payment is transmitted (i.e., either electronically or via check);
- "Draft" means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- "External Account" means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit or prepaid account, or line of credit, mortgage, installment loan or auto account who is authorized to access the Online Service;
- "External Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;
- "From Account" means an eligible account from which a transfer is being requested by you through Payments and Transfers, including from a reloadable, prepaid account established under the Chase Liquid<sup>®</sup> Card program ("Chase Liquid Card");
- "Funded" means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account;
- "Funding Failed" means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- "Funds Needed" means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds
- "Future Dated" means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- "Instructions" means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, Chase Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- "Internal Transfers" means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- "Investment Account(s)" means certain non-FDIC insured investment products and services offered by JPMorgan Chase Bank, N.A. and its affiliates, which may include bank-managed accounts and custody, as part of its trust and fiduciary services, as well as brokerage and advisory accounts offered through J.P. Morgan Securities LLC;
- "Payee" means the merchant or other person or entity to whom you designate a payment to

be directed;

- "Pay From account" means an eligible deposit or prepaid account, you maintain with us from which payments will be made;
- "Payment date" means the date you would like your payment sent, including payment to your Chase Loan or Credit Account;
- "Pending" means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- "Primary Account" means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- "Repeating " means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount (or varying amount, in the case of variable automatic bill payments) which you can authorize for transmission;
- "Send On date" means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- "Sent" means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- "To Account" means, the account to which a transfer is being requested by you via Payments and Transfers;
- "Transfer date" means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent;
- "Transfers" means, collectively, Internal and External Transfers.

## **B. Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the payments and transfers you make:

1. as necessary to complete transactions.
2. in connection with the investigation of any claim you initiate.
3. to comply with government agency or court orders.
4. in accordance with your written permission.
5. as otherwise permitted by the terms of our privacy policy.

Our privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages

## **C. Cutoff Times**

(i) Cutoff Times to **schedule** Payments and Transfers are as follows in Eastern Standard Time ("ET"):

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Internal Transfers
- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for External Transfers

Payments **to** Chase commercial term lending mortgage loans:

- 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase home equity or personal loan or line of credit accounts:

- 11:59 PM ET on any day for payments **from** a Chase checking or prepaid account, with the exception of Future Dated payments, which can be made by 11:59 PM ET on any Business Day.
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** non-Chase accounts (excluding payments made using a Chase credit card):

- For Bill Payments with a Send On date falling on a Business Day, 8:00 PM ET on that Send On date

Transfers **to** or **from** Investment Accounts:

- 4:30 PM ET on any Business Day for initiating a Current Day Transfer **to** Investment Accounts
- 4:15 PM ET on any Business Day for initiating a Current Day Transfer **from** Investment Accounts

(ii) Cutoff Times to **Cancel** Payments and Transfers are as follows in Eastern Standard Time ("ET"):

Payments **to** a Chase home equity or personal loan or line of credit account:

- 8:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled prior to 8:00 PM ET

- 11:00 PM ET for same day payments from a Chase deposit or prepaid account , if the payment was scheduled after 8:00 PM ET
- 8:00 PM ET on the Payment date for Future Dated payments from a Chase deposit or prepaid account or a non-Chase checking account

Payments **to** Chase mortgage loans:

- 7:30 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase commercial term lending mortgage loans:

1. 8:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
2. 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Payments **to** Chase auto loan or lease accounts:

- 11:00 PM ET on any Business Day for payments **from** a Chase checking or prepaid account
- 8:00 PM ET on any Business Day for payments **from** a non-Chase checking account

Bill Payments **to** non-Chase accounts (excluding payments made using a Chase credit card):

- Automatic and future-dated Bill Payments must be canceled before 10:00 AM ET on the day that Bill Payment is to be processed
- For all other Bill Payments with a Send On date falling on a Business Day, 8:00 PM ET on that Send On date

Transfers **to** or **from** Chase deposit accounts:

- 11:00 PM ET on any Business Day for Future Dated Internal Transfers, except as provided below
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

Transfers **from** Chase line of credit accounts:

- 11:59 PM ET any day for Internal Transfers to a Chase checking or prepaid account
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer.
- 8:00 PM ET on any Business Day for External Transfers

If you wish to Cancel a payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next Business Day, we may initiate the Transfer process immediately, which means the Transfer may

be Funded prior to the requested Send On date.

Notwithstanding the foregoing, for Investment Accounts, Sections 29.2(B)(iv) and 29.2(C)(iv) also apply.

#### **D. Service Fees**

Unless otherwise noted in your account agreement, we do not charge a monthly service fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account or exceeds your Chase credit card limit, we may assess a fee or charge interest in accordance with the terms of your Deposit Account Agreement, Cardmember agreement, or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account or if the payment request exceeds your credit card limit.

#### **E. Repeating Payments and Transfers**

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the prior Business Day if the regular Send On date falls on a non-Business Day (for payments) or on the following Business Day if the regular Transfer date falls on a non-Business Day (for transfers). Repeating payments and transfers will be deducted from your Pay From account or From Account, or charged to your Chase credit card, on the Send On date or Transfer date, as applicable. In order to authorize a Repeating payment or transfer, you agree to have means to print a copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transaction on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled "Your Liability for Unauthorized Transfers or Payments". If you call, we may also require you to present your request in writing within fourteen (14) days after you call.

Repeating transfers are not available for Investment transfers.

Some Chase Loan and Credit Accounts will allow you to set up automatic payments. Automatic payments differ from repeating payments in that automatic payments are triggered based on the associated billing date and the payment amount may vary each month. Terms and conditions for automatic payments to Chase Loan and Credit Accounts will be presented to you at the time you set up the payments.

**For Investment Accounts**, you can establish a repeating **incoming** Transfer instruction only; **outgoing** Transfers must be entered individually. To cancel or modify an existing transfer request, you must contact Investment Services at **1-800-392-5749**.

## **29.2 Transfers**



## A. General Terms Applicable to Transfers

You authorize us to charge your designated From Account for all transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. Except with regard to certain Transfers to and from Investment Accounts, if there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected.

In the case of Future Dated transfers (excluding Autosave Transfers), if sufficient funds are not in your account on the Transfer date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the transfer request will be Cancelled. A status of "Funding Failed" will appear online. We will send a message advising you of each failed attempt to transfer from your From Account.

**For Investment Accounts**, you can set a future Transfer date even if there are insufficient funds in the Investment Account. On the Transfer date, any available funds will be transferred, **even if the amount is below the requested Transfer**, which will mean that the cash balance in the Investment Account will be zero (\$0). You will be notified if your available cash balance is below your Transfer amount. If your account has a zero (\$0) balance as of the Transfer date, the Transfer will be rejected.

## B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a Chase Loan or Credit Account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money. Notwithstanding the foregoing, the eligible accounts from which a payment can be made to a Chase Loan or Credit Account do not include a Chase home equity line of credit or other line of credit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

- i. You may make Internal Transfers up to (A) your available balance plus any amount in your overdraft protection account; or (B) your credit limit, to the extent applicable. If you have selected a home equity line of credit secured by Texas homestead property as your From Account, the minimum allowed through Transfers is \$4,000.00, to the extent eligible. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make Internal Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- ii. Transfers between eligible deposit and prepaid accounts held by us: Current Day transfers between eligible deposit and prepaid accounts held by us that are made before the Cutoff Time will be processed immediately and the transferred funds will be available the same day to cover all transfers. Funds transferred to deposit or prepaid accounts held by us and made after the Cutoff Time on the Current Day or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the funds will not be available to cover other payments such as paper checks until the next

Business Day. Repeating transfers will be paid on the same calendar day of each transfer period, or on the next Business Day if the regular Transfer date falls on a non-Business Day. Future Dated transfers (including Repeating transfer(s) from deposit and prepaid accounts held by us) will be deducted from your From Account on the Transfer date.

- iii. Transfers from line of credit accounts held by us: Current Day money transfers from line of credit accounts held by us or Chase Liquid Cards will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via Transfers is subject to the terms of your existing credit agreements with us. Future Dated and Repeating Transfers cannot be made from line of credit accounts with us.
- iv. Transfers to or from Investment Accounts: Current Day Transfers can be made between eligible deposit or prepaid accounts held by us and an Investment Account. **NOTE: To cancel or modify an existing transfer request, please contact Investment Services at 1-800-392-5749.**
  - a. Transfers to Investment Account: When Instructions are received by us **at or before** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received **after** the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the next Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the From Account in the amount of the transfer for up to four (4) Business days. **Please note that, with Transfers to Investment Accounts in excess of \$100,000, only the first \$100,000 will be immediately available to trade.**
  - b. Transfers from Investment Account: When Instructions are received **at or before** the Cutoff Time, funds in the Investment Account will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading. These Transfers will be posted to, and viewable in, the To Account as of 5:01 PM ET on the day the Instruction was made. These funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. When Instructions are received **after** the Cutoff Time, funds in the Investment Account will be reduced by the amount of the transfer on the next Business Day following the day the Instruction was made and be posted to, and viewable in, the To Account as of 5:01 PM ET that day. The funds will be available in the To Account at or about 11:59 PM ET on the day they post and are viewable in the To Account. For Transfers from Investment Accounts, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading, regardless of whether Instructions are received at or before/after the Cutoff Time.
- v. Autosave Feature: You can set up automatic transfers from your checking account to your savings account, investment account, or to other types of accounts that we may specify from time to time. Certain Autosave features give us discretion, within limits set by you, to make periodic transfers based on factors such as your account balance and spending patterns, and you agree to regularly monitor such transfers closely and change or cancel them as you determine necessary. Use the Chase Mobile app or [chase.com](https://www.chase.com) to set up, review, change or

cancel your transfers. Except as specifically set forth herein or where the law requires a different standard, we are not liable for any errors, losses or damages in connection with any transfer of funds or failure to transfer funds under any Autosave feature that you select, for any reason, including system outages or defects. In particular, we will not be liable for any interest, gains or dividends you might have earned or not earned in any account as a result of your use of Autosave.

### C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit or prepaid account, Investment Account, line of credit, mortgage, installment loan or auto loan account with us. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

- i. Except for Transfers to or from Investment Accounts, Transfers to or from External Accounts may be made in amounts of up to \$10,000 or \$25,000 per transaction, depending on internal Chase criteria (applicable limit will be displayed and/or applied at the time of transfer), or a maximum of \$25,000 per day in the aggregate from all your combined accounts, except as otherwise noted below. If your From Account is a home equity line of credit secured by your Texas homestead, to the extent eligible, each transfer must be a minimum of \$4,000. If you are a Chase Sapphire Banking, Chase Private Client, Private Banking, or Business Banking customer, the following transfer limits apply to you in lieu of the foregoing:

	<b>Per Transaction Limit</b>	<b>Maximum Daily Limit (all accounts in the aggregate)</b>
<b>Chase Sapphire Banking</b>	\$100,000.00	\$100,000.00
<b>Chase Private Client</b>	\$100,000.00	\$100,000.00
<b>Private Banking</b>	\$100,000.00	\$100,000.00
<b>Business Banking</b>	\$100,000.00	\$100,000.00

- ii. If your From Account is a Chase home equity line of credit, to the extent eligible, you may make External Transfers up to a maximum amount of (A) \$200,000 daily; or (B) \$500,000 daily, if you are a Private Banking customer.
- iii. Transfers between eligible deposit or prepaid deposit accounts held by us and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers to an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers from External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.
- iv. Transfers to or from Investment Accounts <
- a. Transfers to Investment Account: When Instructions are received by us **at or before**

the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 pm ET on the next Business Day after the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the Investment Account as of 5:01 PM ET on the second Business Day following the day the Instruction was made. These funds will be available for trading at or about 11:59 PM ET on the day they post and are viewable in the Investment Account. During the interim period between when the funds are posted and are viewable and available for trading, a hold for the amount in question will be placed on the External Account in the amount of the transfer for up to four (4) Business Days.

b. Transfers from Investment Account: When Instructions are received at or before the Cutoff Time, funds will be posted to, and viewable in, the External Account as of 5:01 PM ET on the next Business Day after the day the Instruction was made. These funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. When Instructions are received after the Cutoff Time, funds will be posted to, and viewable in, the bank account as of 5:01 PM ET that day. The funds will be available in the External Account at or about 11:59 PM ET on the day they post and are viewable in the External Account. **Regardless of whether Instructions are received at or before/after the Cutoff Time, the Investment Account cash balance will be immediately reduced by the amount of the Transfer and no longer be available for withdrawal or trading.**

v. Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

## 29.3 Payments

### A. General Terms Applicable to Payments

i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. Please note that if you have Chase Overdraft Protection for your Pay From account, available funds in the account that you use for overdraft protection are included in the determination of available funds for the Service. If there are insufficient available funds to cover a Current Day payment, we will not retry the payment and it will be immediately rejected. If sufficient funds

are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to exceed your credit limit or overdraw your account). In the alternative, if sufficient available credit or funds are not in your account on the Send On date or Payment date, we will automatically try to debit your account up to two (2) more times on each of the three (3) succeeding Business Days. For these attempts, a status of "Funds Needed" will appear online. After the final attempt, the payment request will be Cancelled. A status of "Funding Failed" will appear. We will send you a message advising you of each failed attempt to debit your Pay From account. You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.

- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.
- iii. Further, for Bill Payments to certain eligible healthcare providers only, you authorize us to charge your Chase credit card for any eligible Bill Payments to certain healthcare providers that you initiate using your Chase credit card and you agree to have sufficient available credit balance on the Send On date or Bill Payment date for each such Bill Payment you schedule. If your Chase credit card payment is rejected for any reason, we will not retry the Bill Payment and you will be notified of the failed attempt to charge your Chase credit card. You agree that we may, at our option, follow your Instructions to make Bill Payments to a named Payee, even though a charge to your Chase credit card may cause you to exceed your credit limit. WE ARE NOT RESPONSIBLE FOR ANY OVER-THE-CREDIT-LIMIT FEE, OR CHARGES IMPOSED OR ANY OTHER ACTION BY A PAYEE RESULTING FROM A LATE BILLPAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES; PROVIDED, HOWEVER, THAT IF WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR BILL PAYMENT TO BE LATE, WE WILL BE RESPONSIBLE FOR ANY LATE FEES ONLY, IN ACCORDANCE WITH OUR BILL PAY GUARANTEE.

## **B. Bill Payments**

Bill Payment can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (sometimes referred to as the "Bill Payment" or other trade name or trademark as determined by us from time to time). This can include us for payments to Chase Loan or Credit Accounts (if set up as a Payee through the Bill Payment service prior to December 2, 2012). You must have an eligible checking account, Chase Liquid Card, AMA, or investment account with us in order to make bill payments. The eligible accounts from which a Bill Payment can be made do not include a Chase home equity line of credit or other line of credit account, except for Chase credit cards. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.



- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$100,000.00 in the aggregate attributable to any Business Day. Your PFM Software may set different limits but we will not be responsible for payment Instructions that are rejected because they do not meet the limits described in the preceding sentence. To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the Instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information (including but not limited to changes to account information, Payee name and mailing address) as requested or provided by your Payee, the U.S. Post Office or pursuant to any updates or changes through other tools and resources we may use from time to time to effectuate the Bill Payment. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account or charged to your Chase credit card. You authorize us to charge your designated Pay From account or Chase credit card, for all payments that you authorize through Bill Payments. We and any agent used by us in connection with the bill payment service is authorized to prepare Drafts drawn on your Pay From account, charge your Chase credit card, and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.
- ii. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Scheduling Payments Through Your PFM Software: When scheduling a payment via your PFM Software, you will enter the Deliver By date. You should enter Instructions for electronic payments at least three Business Days before their desired Deliver By date and Instructions for paper payments or payment Instructions for newly added Payees at least six Business



Days before their desired Deliver By date.

- iv. Delivery Method (excluding Chase credit card Bill Payments): We remit two types of payments on your behalf to your Payees – electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for Pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment, otherwise you will not be notified of Delivery Method changes. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee's Delivery Method are explicitly excluded from coverage of our Guarantee as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

- v. Additional Terms Applicable to Only Variable Automatic Bill Payments: You may now also set up variable automatic bill payments for select Payees participating in the e-Bills Service. Variable automatic bill payments differ from repeating payments in that variable automatic payments are triggered based on the associated billing date and/or the bill due date, as set up by you, and the payment amount may vary each month. While it is anticipated that most variable automatic bill payments will be delivered by the Deliver By date you set, it is understood that due to circumstances beyond our control, particularly when your Payee is late in providing the e-Bill and/or we receive the e-Bill too close to, on, or after the bill's due date, WE MAY BE UNABLE TO PAY THAT BILL AND YOU WILL HAVE TO MAKE ALTERNATIVE PAYMENT ARRANGEMENTS DIRECTLY WITH THE PAYEE. These terms apply in addition to the other terms applicable to repeating payments in this Section 29.3(B), and additional terms for variable automatic bill payments may be presented to you at the time you set up the variable automatic bill payment.

- vi. Canceling Bill Payments: You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

For Chase credit card Bill Payments only, the Cutoff Times do not apply and you may cancel the payment any time before it is sent.

### **C. Payments to Chase Loans or Credit Accounts**

- i. Payments to Chase Mortgage or Auto Loan or Lease Accounts:

Only Business Days may be chosen as Payment dates for Chase mortgage or auto loan or lease accounts and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

- ii. Payments to Chase Home Equity or Personal Loan or Line of Credit Accounts:

Same day payments using a Chase deposit or prepaid account made before the Cutoff Time as stated above on any day will be credited with the date the payment is submitted. Only Business Days may be chosen as Payment dates for Future Dated payments or payments made using a non-Chase checking account and Instructions must be received by us by the Cutoff Time as stated above to receive credit on that same Business Day; Instructions received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day.

Payments to a Chase Loan or Credit Account from an account held by us may be made in amounts of up to the available balance in your Pay From account (plus any available balance in any associated overdraft protection account) per day.

Note: Payments to Chase credit card accounts have separate payment options and terms that will be displayed at the time Instructions are provided by you.

### **D. Bill Payments to Certain Healthcare Providers**

Provided that you maintain an eligible checking account, Chase Liquid Card, AMA or investment account with us and designate one of your eligible accounts with us as your Pay From account, you may also have the option to use one of your Chase credit cards to pay certain healthcare providers listed in our Bill Pay directory. Your Chase credit card will be shown as one of the payment options if a healthcare provider you are trying to pay is eligible to receive Chase credit card payments. You may be able to schedule a one-time, future-dated, or recurring Bill Payment using a Chase credit card for certain healthcare providers and may cancel any such payment at any time before it is sent. Sent Chase credit card payments will be authorized immediately so you will not be able to cancel any payment after it has been sent. These terms apply in addition to and, in the event of conflict shall supersede, the other terms applicable to the Bill Payment Service.

For Business Accounts: Even if the dual control function has been turned on for the Bill Payment Service, payments to healthcare providers using a Chase credit card will not be submitted for approval.

### **E. Duplicate Payments**

If you submit a duplicate Bill Payment request, an error message may be displayed on our website but you may choose to bypass the message and schedule the payment. If you submit a duplicate payment to Chase Loan or Credit Account, an error message may be displayed and such duplicate payments may not be permitted. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay and PFM) and the payments will be processed as normal.

For customers making payments via your PFM Software, you may not receive an error message for duplicate payments. Should you decide for any reason to reload your original PFM Software or to change PFM Software at any time after you have begun using the Online Service with your original PFM Software, you MUST (1) check to see if any Pending payments which you have ordered to be made remain outstanding, and (2) cancel any Pending payments prior to loading the new software. Failure to cancel Pending payments prior to installing the new software may result in the issuance of duplicate payments. You authorize us to pay any duplicate payments that you have directed. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS MADE AS A RESULT OF SOFTWARE CHANGES THAT YOU DIRECT.**

#### **F. Stale Dated Payments**

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period

#### **G. Merchant or Payee Limitation**

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

#### **H. Terms applicable to your use of the e-Bills Service for both Consumer and Business Accounts**

e-Bills is a feature of the Bill Payment Service that enables you to receive bills electronically from participating Payees.

- i. **Electronic Communications/Payee Terms.** By activating e-Bills, you agree to abide by the terms and conditions stated in this Section to get e-Bills, and to get other related communications electronically. By activating e-Bills, you will be required to agree to each Payee's terms and conditions, which will also include the requirement to not to receive paper bills. For avoidance of doubt, you understand and agree that enrollment into eBills will terminate the provision of paper statements to you by the Payee, including any reformatted paper statements, i.e. Braille or enlarged font, that you were receiving from the Payee, and any accommodations or exceptions will be agreed upon and made between you and the

Payee and not Chase.

- ii. **Limitations**. You must enroll each Payee individually in e-Bills. You also acknowledge and agree that the right to activate and receive e-Bills for each Payee is limited to one financial institution. If you activate e-Bills for a particular Payee through us, you will no longer receive e-Bills for that Payee through the financial institution through which you're currently receiving such e-Bills. Conversely, if you activate e-Bills for a particular Payee through another financial institution, your action will effectively terminate the e-Bills service for that Payee and you will no longer receive such e-Bills through us.
- iii. **Approval of e-Bills**. Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to five (5) Business Days to approve an e-Bill set-up request. By requesting that bills, statements, or other related communications be sent to you electronically, you warrant that you have the right, power, and authority to receive them.
- iv. **Individual and Joint Responsibility**. Any individual borrower, account holder or authorized user on your loan, line of credit, or account can enroll in and use e-Bills. Regardless of the individual who enrolls in e-Bills, the terms of this Section apply to all borrowers/account holders/authorized users, individually and jointly.
- v. **Timely Delivery of e-Bills**. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- vi. **Cancel e-Bills**. All parties have the right to cancel the service at any time. We may also elect to discontinue delivering e-Bills for certain Payees or customers. We will notify you if Chase or a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we generally require at least seven (7) Business Days for the Payee to receive and process the request. Therefore, you may not receive a paper statement from the Payee, and/or you may not receive an e-Bill through the new financial institution through which you have activated the e-Bill service for the Payee, but continue to receive e-Bills from us instead for one or two cycles. We also reserve the right to terminate a Payee's participation in e-Bills at any time.
- vii. **Privacy**. When you request e-Bills from a participating Payee you will provide certain information such as required username and password, and you authorize us and our third party service provider to collect and forward such information onto the Payee on your behalf, and you appoint us and our third party service provider as your agent for the limited purpose of completing your enrollment. If you have concerns about the future use of this information by the Payee you should contact your Payee directly.
- viii. **Fees, Charges or Other Terms**. Unless otherwise noted in your account agreement, we do not charge any fees for using e-Bills. We reserve the right to change the charges, fees, or terms for e-Bills. If we make a change, we'll provide notice to you in accordance with terms of this Addendum. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.
- ix. **Acknowledgements and Agreements**.
  - You understand and agree that e-Bills are provided for your convenience, and payments due continue to be your responsibility.

- You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may only be available in English, and not in a foreign language, including Spanish, regardless of whether you currently receive a Payee's bill in a foreign language, depending on the Payee. By using this service, you agree to receive the e-Bills in English, even if you use or access Chase's website, mobile application or Chase's other products and services in a foreign language. You agree that Chase is not responsible for delivering the e-Bills to you in a foreign language, and any questions regarding this issue will be directed to your Payee.
  - You also understand and agree that the eBill summary (and any content contained therein) is accessible via screen reader software and other Assistive Technology (AT) as presented on any Chase digital platform. The eBill summary may include the statement date, due date, amounts due and/or other information, and is different from the eBill.
  - You also understand and agree that the e-Bills service and therefore the e-Bills (and any content contained therein) may not be presented in a way which is accessible to screen reader software or AT which are conformant to web content accessibility guidelines (WCAG) version 2.0, level AA success criteria, regardless of whether you currently can access Payee's bill online or via digital application using screen reader software or other AT, depending on the Payee. By using this Service, you agree to receive the e-Bills as provided, which may include an inaccessible format, even if you use or access Chase's website, mobile application or Chase's other products and services by using screen reader software or other AT. You agree that Chase is not responsible for delivering the e-Bills to you in a digitally accessible format which conforms to WCAG v. 2.0 AA, and any questions regarding this issue will be directed to your Payee.
- x. **Accuracy or Completeness.** An e-Bill may or may not have all the same information as the paper version, depending on the Payee. Chase presents the e-Bills as provided by the Payee. Chase is not responsible for any information or communications related to them, or for the acts or omissions of any Payee.
- xi. **Chase Is Not Responsible for Third Parties.** We are not responsible for any aspect of your relationships with the Payees, or for the performance or non-performance of these third parties. We do not act as a service provider of the Payees. Transactions between you and a Payee are governed by the Payee's terms and conditions. We do not endorse or assume any liability for any Payee you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and a Payee or other third parties.

## 30. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS

*A consumer account is one that is used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit or other credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. Except for online transfers covered by this Section 30, concerns about other transactions in your Investment*



*Account or errors on your confirmations and statements from J.P. Morgan Securities LLC must be reported in accordance with the terms of your Brokerage Account Agreement.*

### **30.1 Your Liability for Unauthorized Transfers or Payments**

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

### **30.2 Our Liability for Failure to Complete Payments and Transfers**

If we do not complete a transfer or payment to or from a consumer account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.



- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfer.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

### **30.3 Errors and Questions about Payments and Transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

**For personal accounts only, the following procedures apply:**

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

## **31. Our Guarantees**

### **31.1 The Online and Mobile Banking Guarantee – Only for Online and Mobile Payments and Transfers (for Consumer Deposit and Prepaid Accounts Only)**

In the event that money is removed from your consumer deposit accounts (i.e., checking or savings) or prepaid accounts with us without your authorization through Payments or Transfers, we will reimburse you 100% if you tell us within two Business Days of your discovery of the unauthorized transaction. (See the paragraph entitled "Your Liability for Unauthorized Transfers or Payments", above governing "Your Liability for Unauthorized Transfers.")

### **31.2 The Bill Pay Guarantee – for Online and Mobile Bill Payments and for Online and Mobile Payments to a Chase Loan or Credit Account made from a Chase checking account or Chase Liquid Card**

If we ever cause processing delays of your online or mobile bill payments or online or mobile payments to a Chase Loan or Credit Account made from a Chase checking account, Chase credit card, or Chase Liquid Card that result in late fees, we will cover 100% of those fees. This guarantee covers everything within our control. Our guarantee does not cover losses, which you cause, or payment processing delays, which are not caused by us or within our control, such as:

- Your failure to make your payment request by the Cutoff Time sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of User Ids and Passwords
- Your failure to completely log out of the Online Service or logging in to the Online Service and leaving your computer or mobile device unattended
- Your failure to notify us of any suspected unauthorized transaction from your Account, or theft of your ID or Password within the time periods specified in this Agreement and your account agreement. If you suspect any suspicious activity on your account with us, notify us immediately at 1-877-242-7372.
- Your failure to follow the procedures or to otherwise fail to use the Online Service in accordance with the terms of this Agreement.
- Your Payee's change to the Delivery Method resulting in an increase in processing time for your payments or your Payee mishandles or delays processing or posting a payment.

**As a precondition to this guarantee, you agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use Payments and Transfers in accordance with the terms of this Agreement.**

## **32. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS**

### **32.1 Linking Multiple Accounts – Business and Consumer**

You may use Chase Online for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a "Multiple-Business Subscription"). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

### **32.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only**

You are responsible for all payments and transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfer. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

### **32.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only**

For business accounts, our practice is to follow the procedures described in Section 28.3 above, but we are not legally required to do so.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

### 33. Terms Applicable to Your Use of Chase Pay

These Terms govern your use of the Chase Pay Wallet ("Chase Pay") and, except as otherwise stated, any eligible credit card, debit card, prepaid card, or other card (each, a "Chase Pay Card") provisioned or stored in Chase Pay. The term "Card Issuer" means the issuer of your Chase Pay Card, which may be us or any other issuer of an eligible Chase Pay Card. When we use the word "merchant" in this Section, it also includes "retailers. You agree to these Terms by signing or accepting them, including by your electronic signature, as well as when you use or request Chase Pay.

- i. Service Description. Chase Pay (i) allows the electronic storing of your Chase Pay Card information, which we sometimes refer to as adding a Chase Pay Card to or provisioning a Chase Pay Card for use with Chase Pay, (ii) allows you to use such stored, eligible Chase Pay Cards to enter into transactions where Chase Pay is accepted or to fund another Chase Pay Card, and (iii) allows other services that are described in this Agreement or that we may offer from time to time. We may add or provision all your eligible Chase Cards (e.g., those you have now and those you obtain or open in the future) onto Chase Pay, unless you remove them as described below. Each Chase Pay Card may be used as the payment source for your Chase Pay transactions. When you use Chase Pay, you request us to provide the merchant, the applicable payment network (such as Visa), the Third Party Wallet provider and others (such as a payment processing entity or a token service provider) your selected Chase Pay Card information and other information that's associated with the selected Chase Pay Card, to allow your transaction to be completed and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions conducted using a Chase Pay Card are subject to the same rights and obligations as stated in the applicable CardMember Agreement or account agreement that governs the Chase Pay Card.
- ii. Chase Pay Information. You agree that the information you provide to us to establish Chase Pay will be complete and accurate. You will keep any passwords, PINs and/or User IDs that access Chase Pay confidential. If you disclose your Chase Pay passwords, PINs, and/or User IDs to any person(s) or entity, you are authorizing that person or entity to transact on your behalf as if they were an authorized user of your Cards and you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to access or other means to use your Chase Pay password, PIN or User ID, you are authorizing any transactions and activities performed by them. You are also agreeing to be responsible for any use of your personal and Chase Pay information. Notify us immediately if any of your Chase Pay passwords, PINs, or User IDs is lost or stolen.
- iii. Transaction History. You agree and acknowledge that the transaction history displayed in the Chase Pay Wallet solely represents our authorization of your Chase Pay Wallet transaction and may not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Chase Pay Wallet transaction history in connection with use of your Card in the Chase Pay Wallet may be preliminary and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement.
- iv. Using Chase Pay with Another Wallet. We may also offer you the option to use your Chase

Pay Wallet to either link your Chase Pay Wallet or all of the eligible Chase Pay Cards in your Chase Pay Wallet to another digital wallet (a "Third Party Wallet"), or to add one of the eligible Chase Pay Cards in your Chase Pay Wallet to a Third Party Wallet. Chase does not charge you a fee for this process, but the Third Party Wallet provider or other third parties may charge you fees.

The terms and account or card agreement that govern your Chase Pay Wallet and your Chase Pay Card do not change when you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet. The Third Party Wallet simply provides another way for you to make a purchase or other transactions with your Chase Pay Wallet or your Chase Pay Card. Any applicable interest, fees, and charges that apply to your Chase Pay Card will also apply when you use the Third Party Wallet to access your Chase Pay Card, including if you use the Third Party Wallet to access your Chase Pay Wallet, and then use your Chase Pay Wallet to access your Chase Pay Card.

When you link your Chase Pay Wallet or Chase Pay Cards, or load a Chase Pay Card, to a Third Party Wallet, you may be subject to the terms of the Third Party Wallet. You may only use the Third Party Wallet where the Third Party Wallet is accepted, which may be at fewer or different places than you can use your Chase Pay Card or the Chase Pay Wallet.

Chase is not the provider of the Third Party Wallet, and is not responsible for providing the Third Party Wallet services to you. We are not responsible for any failure of the Third Party Wallet, or the inability to use the Third Party Wallet for any reason. We are not responsible for the performance or non-performance of the Third Party Wallet provider or any other third parties regarding any agreement you enter into with the Third Party Wallet provider or associated third party relationships that may impact your use of the Third Party Wallet.

You can de-link your Chase Pay Wallet or Chase Pay Cards, or remove a Chase Pay Card, from the Third Party Wallet by either following our instructions on our digital platforms, or contacting the Third Party Wallet provider.

- v. Removing Your Card Information. Only Chase Pay Cards that we determine are eligible can be added to or provisioned for use with Chase Pay. You may designate any Chase Pay Card stored in the Chase Pay Wallet to be temporarily inaccessible (and similarly, re-designate such Chase Pay Card to be accessible) for use with Chase Pay at any time by following our instructions as provided from time to time. If your credit card, debit card, prepaid card, or other card or underlying account is not in good standing, that credit card, debit card, prepaid card, or other card will not be eligible to be added to or provisioned for use with Chase Pay. We may determine other eligibility criteria in our sole discretion. When your Chase Pay Card information is added or provisioned onto Chase Pay, Chase Pay allows you to use the Chase Pay Card to enter into transactions where Chase Pay is accepted. Chase Pay may not be accepted at all merchants where your Chase Pay Card is accepted, and we also reserve the right to terminate a merchant's acceptance of Chase Pay at any time. You can also remove one or more of your Chase Pay Cards from Chase Pay at any time by calling us or following our instructions as provided from time to time.
- vi. Your Chase Pay Card Terms Do Not Change. When a Card is added or provisioned onto Chase Pay, the terms and the agreement that govern your Chase Pay Card do not change. The applicable CardMember Agreement or account agreement that governs the Chase Pay Card, as amended from time to time, are incorporated by reference as part of this Agreement. Please review those agreements, as applicable, for important information on your rights and responsibilities when making purchases through Chase Pay. Chase Pay



provides another way for you to make purchases or other transactions with the Chase Pay Card. Chase Pay may also allow you to access certain features of a Chase Pay Card issued by Chase, or the rewards programs associated with that Chase Pay Card, such as the ability to pay with points. For avoidance of doubt, in that case, this Agreement, the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement governing the rewards program, will apply. For the avoidance of doubt, in that case, this Agreement covers only those elements not governed by the CardMember Agreement or account agreement that governs the Chase Pay Card, and any agreement governing the rewards program.

- vii. Chase Is Not Responsible for Third Parties. Using Chase Pay may depend on your relationship with other third parties, including other Chase Pay Card Issuers. We are not responsible for any aspect of those relationships, or for the performance or non-performance of these third parties. If your Chase Pay Card is not issued by us, we do not process payments or act as a service provider of your Chase Pay Card Issuer. Instead, our role is limited to providing information to a merchant, the applicable payment network (such as Visa) and others (such as a payment processing entity or a token service provider) to allow that party to honor your Card and/or to facilitate customer participation in customer benefit programs such as loyalty and rewards programs to the extent maintained by those third parties. Transactions between you and a merchant are governed by the merchant's terms and conditions. Unless we are the Chase Pay Card Issuer, we do not endorse or assume any liability for any Chase Pay Card you use, and we do not have any liability for payments, returns, refunds, chargebacks, loyalty and rewards related offers and benefits or any disputes between you and your Chase Pay Card Issuer or between you and a merchant or other third parties.
- viii. Contacting You Electronically, and by Email or through Your Mobile Device. In addition to your consent to receive information concerning your account via email and mobile device above, you consent to receive electronic communications and disclosures from us in connection with your Chase Pay Card and Chase Pay. If at any time you revoke your consent to such communications, your Chase Pay Wallet activation may be cancelled.
- ix. Deactivating Chase Pay. You can deactivate Chase Pay at any time by calling us or following the instructions we provide from time to time. We can also deactivate Chase Pay at any time, or otherwise block, restrict or suspend your access to or use of any Chase Pay Card or Chase Pay at any time and for any reason. These reasons include, but are not limited to, if we suspect fraud or illegal, unauthorized or improper conduct.
- x. Access and License. You may not, and will not allow or cause any third party to do the following: (i) use Chase Pay in connection with any fraudulent or illegal conduct, transaction or business, as determined by us in our sole discretion; or (ii) act as a payment intermediary, aggregator or service bureau yourself or on behalf of any third party, including, without limitation, handling, processing or transmitting funds for any third party.
- xi. Links. Our websites may contain third party content and links to other third party apps or web sites (collectively, "Linked Sites"). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites. We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.



- xii. Merchant Offers. Through your enrollment in Chase Pay or required Systems, you may be presented with certain discounts, rebates or other benefits and offers (“Offers”) from merchants that may be of interest to you. In order to use these Offers, you may be required to register with the merchant or service provider, which may include providing personal information and agreeing to additional terms of use. Offers from merchants may not always be available and may change without notice. We, or any merchant, may provide you with additional terms, conditions or disclosures related to these Offers. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your CardMember Agreement or the account agreement that governs your Chase Pay Card, all matters related to these Offers, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Chase Pay Wallet or the Offers that they provide.

## **34. Terms Applicable to Your Use of the Gifting Service**

- i. You may use your eligible Pay From Account to buy a digital merchant gift card (“Gift Card”) to send to another Chase customer, as well as anyone you know residing in the United States (the “Gifting Service”). Eligible accounts for this service are currently certain Chase checking accounts and Chase Liquid® card. We have the right to determine eligibility and to restrict categories of accounts and recipients to whom Gift Cards can be sent using the Gifting Service in our sole discretion.
- ii. You cannot buy a physical gift card through the Gifting Service.
- iii. We provide the Gifting Service through an arrangement with our gift card service provider or the merchant that accepts the Gift Card and the merchant’s vendor. We have the right to determine eligibility and to restrict categories of merchants from whom Gift Cards can be purchased using the Gifting Service in our sole discretion.
- iv. We do not sell or issue the Gift Cards. When you buy a Gift Card through the Gifting Service, you are purchasing a Gift Card from the merchant or its vendor that can only be used with that merchant. We are not responsible for any damage or harm to you or any third party resulting from the purchase of a Gift Card through the Gifting Service. We do not warrant the availability or functionality of a Gift Card purchased through the Gifting Service.
- v. To buy a Gift Card, you must enter the Gift Card amount, the Send On date, and the recipient’s email address or other information as we may require. The email address must belong to the intended recipient residing in the United States. You should only use the Gifting Service to send Gift Cards to people that you know. Please make sure you accurately enter the recipient’s email address since your obligation to pay for the Gift Card will not be excused by an error in the information you enter. Both Chase and a merchant may limit the amount of a Gift Card you can purchase. You acknowledge and agree that Gift Card purchase will be completed using only the email address you provided for the recipient, even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient and the purchase in your transaction history but will not be used to process the Gift Card purchase or to validate that the intended recipient owns or has authorized access to the email address you entered.

- vi. We will not process your payment for the Gift Card if you do not have sufficient funds in your designated Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases of Gift Cards. If sufficient funds are not in the Pay From Account on the Send On date or at the time the transaction is initiated for Current Day purchases, the Gift Card transaction will fail and we will not make repeat attempts to debit the applicable account.
- vii. We will share your Gift Card information including recipient's information with our gift card service provider or the merchant, who will share the information with their vendor. Our gift card service provider or the merchant and the merchant's vendor are responsible for delivering the Gift Card to the person you choose and to the email address or other contact information you provided. If your payment for the Gift Card is successful, you authorize us to withdraw and transfer money from your Pay From Account in the amount of the Gift Card immediately or on the Send On date, as applicable, to pay our gift card service provider or the merchant.
- viii. Gift Cards can be purchased in amounts of up to \$100 per transaction with a maximum of \$1,000 per day, and \$5,000 in any calendar month, in the aggregate from all your combined accounts registered with the Gifting Service. All limits are subject to temporary reductions to protect the security of customer accounts and/or our processing systems. At our discretion we may refuse to process any transaction that exceeds any of the limits. In this case, you are responsible for making alternate arrangements or rescheduling the Gift Card purchase.
- ix. We are not responsible for any acts or omissions by our gift card service provider or the merchant or their vendor.
- x. A Gift Card is subject to terms and conditions imposed by the merchant that accepts the Gift Card and the merchant's vendor. We do not control the terms of a Gift Card purchased through the Gifting Service. Nothing in those terms and conditions limits our rights or your obligations under any agreement between you and us. We do not provide Gift Card support services related to issues arising after the issuance of the Gift Card. You must contact our gift card service provider or the merchant or their vendor to resolve issues related to a Gift Card arising after issuance of the Gift Card.
- xi. There is no service fee from us to use the Gifting Service. However, if we process a payment in accordance with your Instructions that overdraws your Pay From Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. Fees are subject to change from time to time upon notice to you as may be required by law.
- xii. You may not edit or cancel a pending or processed Gift Card, but you may cancel any Future Dated Gift Cards up until the Send On date.
- xiii. Gift Cards cannot be returned, refunded, replaced, or redeemed for cash.
- xiv. Gift Cards may only be sent to a recipient in the United States and may only be redeemed within the United States.

## **35. Terms Applicable to Your Use of the Real-Time Payments Service**

By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you

wish to return a payment received through the Real-Time Payments Service, you must contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

## **About the Real-Time Payments Service**

The Real-Time Payments Service enables you to send payments to and receive payments from Persons that bank with Service Participants, which includes the ability to send payments to your accounts with other Service Participants. In addition, if enabled by us, you can use the Real-Time Payments Service to receive requests for payment from Persons that bank with Service Participants and to send requests for payment to Persons that bank with Service Participants.

## **Definitions**

As used in this “Terms Applicable to Your Use of the Real-Time Payments Service” Section, the following terms shall have the meaning set forth below.

“Payment Amount” refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer;

“Person” means a natural person or a business, government, or nonprofit entity;

“Real-Time Payments Service” refers to a service that allows you to send or receive payments to other Persons;

“Real-Time Payments Service for Vendors and Employees” refers to a type of Real-Time Payments Service that allows you to send payments to your vendors and/or employees, but only if you have a Business Account and are enrolled in ACH Payments Services. For clarity, Real-Time Payments Service for Vendors and Employees is a “Real-Time Payments Service,” as defined and used herein, except as expressly referenced separately by name in the Fees section;

“Real-Time Transfer System” refers to the real-time transfer system that is accessed through the Real-Time Payments Service;

“Receiver” refers to a Person that receives a payment through the Real-Time Payments Service;

“Receiver Addressing Information” refers to addressing information of the Receiver, which may include the Receiver’s account number, routing number, telephone number, and/or email address, as applicable;

“Receiving Financial Institution” refers to us, when you are the Receiver, and the Receiver’s financial institution, when you are the Sender;

“Sender” refers to a Person that sends a payment through the Real-Time Payments Service;

“Sending Financial Institution” refers to us, which you are the Sender, and means the financial institution that holds the Sender’s account, when you are the Receiver;

“Service Participant” refers to a financial institution that participates in the Real-Time Payments System, which includes JPMC;

“Service Transfer” refers to a payment from a Sender to a Receiver through the Real-Time Payments Service;

“Service Transfer Amount” refers to the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver;

## **Sending Funds**

You may initiate a Service Transfer by submitting a request (a “**Service Transfer Request**”) through Chase Online, Chase Mobile®, Chase Business Online, J.P. Morgan Online, J.P. Morgan Mobile, or such other Digital Platforms as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount immediately upon receipt of your submission of the Service Transfer Request.

The Real-Time Payments Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Real-Time Payments Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send through the Real-Time Payments Service more than: (i) \$5,000.00 in a single transaction, \$10,000.00 in one day, or \$50,000.00 in one month from a **Consumer Account**; (ii) \$25,000.00 in a single transaction or your currently applicable daily transfers limit (with no monthly limit) from a **Business Account**; or (iii) \$10,000.00 in a single transaction or \$20,000.00 in one day (with no monthly limit) from a **Private Banking Account**. We may establish lower transaction limits for you and may block any attempted Service Transfer that exceeds the limit(s). We may adjust the limits at any time in our sole discretion. We will notify you of such adjustments.

## **Risks Associated with the Real-Time Payments Service**

There are risks associated with using the Real-Time Payments Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Real-Time Payments Service to make payments to Persons that you know. If you receive a request for payment through the Real-Time Payments Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Real-Time Payments Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). If a Person contacts you outside of the Real-Time Payments Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of Persons who contact you and ask for payment, you may lose the full amount of your payment.**

We do not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Real-Time Payments Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Real-Time Payments Service (a **"Return Request"**), please notify us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723). Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Real-Time Payments Service. We cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.**

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, OUR SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.**

## **Receiving Payments**



You are not obligated to accept a payment that is sent to you through the Real-Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us at 877-242-7372 (J.P. Morgan Online clients only, call 877-840-0723).

A Sender may request that you return funds sent through the Real-Time Payments Service. If we receive a return request, we will contact you.

Incoming payments to you through the Real-Time Payments Service cannot exceed \$25,000.00 per transfer. If you are expecting a Service Transfer, it is your responsibility to advise the Sender of this limit.

## **Fees**

There are no fees to use the Real-Time Payments Service at this time. However, we may charge fees at a later time, in which case we will provide you with notice prior to charging any fees. Your continued use of the Real-Time Payments Service after such notice constitutes your agreement to the fees.

The fee for sending a payment using Real-Time Payments Service for Vendors and Employees will be the lesser of \$25 or 1% of the total payment amount; provided, however, that this amount may vary if you are also a Private Banking customer.

## **Requests for Payment**

If enabled, you may use the Real-Time Payments Service to submit requests for payment, subject to the following terms:

- You may only submit requests for payment to Persons who: (i) are known to you; and (ii) would reasonably expect to receive a request for payment from you.
- By submitting a request for payment, you represent and warrant that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- You acknowledge and agree that we do not guarantee that the Sender will send payment in response to or otherwise accept your request for payment.
- Any dispute between you and a Sender must be resolved directly between you and the Sender. **We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Sender.**
- You acknowledge and agree that we may suspend or terminate your ability to submit requests for payment or your access to the Real-Time Payments Service in the event that we reasonably suspect you have failed to comply with these Terms in conjunction with requests for payment.

## **Failed Service Transfers**

A Service Transfer may fail if:

- There are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- The Sending Institution or Receiving Institution suspects or determines that the Service



Transfer does not comply with these Terms or the rules of the Real-Time Transfer System;

- The Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- The Service Transfer Request exceeds the Sender's limit(s);
- The Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- The Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- The Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- The Real-Time Payments Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

## Availability of Funds

Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

## Prohibited Payments

You agree that you shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) payments to accounts domiciled outside the United States; (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; or (iv) any other payment that violates this Agreement.

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (i) on your own behalf; or (ii) on behalf of Persons that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

## **Transaction Errors; Unauthorized Transactions; Lost or Stolen Passwords**

If you permit other persons to use the Real-Time Payments Services, or use or access your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has or may initiate a Service Transfer from your account without your permission, notify us AT ONCE, by calling 1-877-242-7372 (J.P. Morgan Online clients only, call 877- 840-0723) or writing us at Online Customer Service, P. O. Box 2558, Houston, TX 77252-9968.**

You must tell us immediately if you believe your Password has been lost or stolen or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password, you may not be reimbursed if someone makes a Service Transfer without your authorization. If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized Service Transfer has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a Service Transfer without your authorization if you had told us, you could lose as much as \$500.

Furthermore, if any account statement shows Service Transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a Service Transfer was transmitted to you, you may not be reimbursed the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

Deposit and prepaid accounts are FDIC insured to the fullest extent allowed by law.

JPMorgan Chase Bank, N.A. Equal Opportunity Lender

Investment products and services are offered through J.P. Morgan Securities LLC (JPMS), a member of FINRA and SIPC. JPMS is an affiliate of JPMorgan Chase Bank, N.A. Products not available in all states.

### **INVESTMENT PRODUCTS ARE:**

- NOT INSURED BY FDIC
- NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, JPMORGAN CHASE BANK, N.A. OR ANY OF ITS AFFILIATES
- SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing has been served on counsel of record through the Court's CM/ECF system on October 14, 2020.

/s/ Jonathan H. Claydon